

Coeur d'Alene

CITY COUNCIL MEETING

August 21, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

VISION STATEMENT

**OUR VISION OF COEUR D'ALENE IS OF A BEAUTIFUL, SAFE CITY THAT
PROMOTES A HIGH QUALITY OF LIFE AND SOUND ECONOMY THROUGH
EXCELLENCE IN GOVERNMENT.**

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

AUGUST 21, 2012

A. CALL TO ORDER/ROLL CALL

B. INVOCATION: Led by Bob Albing, Lutheran Church of the Master.

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

E. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 5 minutes to address to City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

F. CONSENT CALENDAR

Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilman or a citizen that one or more items be removed for later discussion.

1. Approval of minutes for August 7, 2012.
2. Setting of General Services and Public Works Committees meetings for August 27, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-036 consisting of the following items:
 - a. Professional Services Agreement with The Omega Group Software Company

As Recommended by the Public Works Committee, August 13, 2012

CONSENT CALENDAR Cont'd

- b. Change Order No. 11 – Contractors Northwest for WWTP Phase 5B.

As Recommended by the Public Works Committee, August 13, 2012

- c. Bid Award and Contract for 2012 McEuen Project

Staff Report Submitted

- d. Destruction of Records as requested by the Human Resources Dept.

Staff Report Submitted

- 4. Declaration of Surplus Property from Street Dept.

As Recommended by the Public Works Committee, August 13, 2012

- 5. Approval of Bills as Submitted

Submitted under Separate Cover

- 6. Approval of Beer/Wine License for Slate Creek Brewing, Co. at 1710 N. 4th St., Suite 115

As Recommended by the City Clerk

- 7. Declaration of Surplus Vehicle for the Water Department

Staff Report Submitted

G. ANNOUNCEMENTS

- 1. Council
- 2. Mayor
 - a. Appointments
- 3. Administrator's Report

H. PUBLIC WORKS COMMITTEE

Chairman Goodlander

- 1. (P.W. Item 1) Residential Flag Pole Building Permit and Fees

I. PUBLIC HEARINGS

- 1 (*Legislative*) Amendments to Annual Appropriations for FY 2011-2012

Presented by Troy Tymesen, Finance Director

COUNCIL BILL NO. 12-1022 Available for Council Consideration

K. EXECUTIVE SESSION

I.C. 67-2345

§C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency.

M. ADJOURNMENT

This meeting is aired live on CDA TV Cable Channel 19

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM**

August 7, 2012

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room August 7, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger)	Members of Council Present
Mike Kennedy)	
Woody McEvers)	
Deanna Goodlander)	
Dan Gookin)	
Steve Adams)	

CALL TO ORDER: The meeting was called to order by Mayor Bloem.

INVOCATION: Invocation was led by Robert Fetveit, Elijah House.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Goodlander.

PROCLAMATION – “RESPONSIBLE DOG OWNERSHIP DAY”: On behalf of Mayor Bloem, Councilman Kennedy read the proclamation designating August 11th as Responsible Dog Ownership Day in the City. Lynne Seagraves accepted the proclamation and described the events planned at the Sherman Park at 6th and Sherman.

PRESENTATION – AIR ONE HELICOPTER SERVICE: Officer Justin Bangs and Captain Steve Childers presented a PowerPoint overview of the Police Department's role in the Spokane Helicopter Air Support services. Captain Childers explained the Memorandum of Understanding the City has with Spokane for this service.

PUBLIC COMMENTS:

ARTWORK DONATION: John Bruning, representing the Citizens Council of the Arts, presented the Council with artwork by artist Robert Mallgren and donated to the Wastewater Treatment Plant. The Treatment Plant was selected because of their contributions to the arts. Don Kiel, Assistant WWTP Superintendent, accepted the artwork.

AGGRESSIVE SKATEBOARDERS: Richard Cheryl, 1308 Coeur d'Alene Avenue, voiced his concern about aggressive skateboarders in the Downtown area and commented that there were no Police Officers around to control this situation.

CONSENT CALENDAR: Motion by Kennedy, seconded by Goodlander to approve the Consent Calendar as presented.

1. Approval of minutes for July 17, 30, 31, 2012.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, August 13th, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-030: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE ANNUAL AGREEMENT WITH SCHOOL DISTRICT #271 FOR EMPLOYMENT OF SCHOOL RESOURCE OFFICERS FOR THE 2012-2013 SCHOOL YEAR; APPROVING AN AGREEMENT FOR SHELTER SERVICES WITH KOOTENAI HUMANE SOCIETY, INC.; APPROVING S-6-09.M – FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS AND WARRANTY AGREEMENT FOR MEADOW RANCH, 2ND ADDITION AND APPROVING A MEMORANDUM OF UNDERSTANDING FOR FIRESMART PROJECT MAINTENANCE INSPECTIONS.
4. Approval of beer/wine license for Wildflower Boutique at 601 E. Front Ave., Suite 102.
5. Approval of beer/wine license transfer from Powder River Saloon to Gus's Cigar Pub at 1903 E. Sherman Ave.
6. SS-6-12 – Approval of final plat for Riverstone West, 4th Addition
7. SS-2-11 – Approval of final plat for South LaCrosse Addition.

ROLL CALL: Adams, Aye; McEvers, Aye; Goodlander, Aye; Gookin, Aye; Kennedy, Aye; Edinger, Aye. Motion carried.

APPOINTMENTS – STUDENT REPRESENTATIVES AND JEWETT HOUSE

ADVISORY: Motion by Goodlander, seconded by Kennedy to appoint the following student representatives: Gabi Olscap and Jodi Grantham (alternate) to Arts Commission; Rachel Hogan and Molly C. Draben (alternate) to Childcare Commission; Rachel Averett and Marissa Rivera-Prpich (alternate) to Library Board; Koji Becker and JoAnna Kenefick (alternate) to Natural Open Space; Luke Osmanski to Parking Commission; Colton Curtis and Nathan Newby (alternate) to Ped/Bike Committee; Grant Conery and Jennifer Snow (alternate) to Planning Commission; Mason Patzer and Addison Johnson (alternate) to Recreation and Parks Commission; John Williams and Kayla Lyons (alternate) to Urban Forestry Committee, and: to appoint Walter Melior to the Jewett House Advisory Board. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that the Coeur d'Alene Police Department is sponsoring the second of the outdoor movie nights this summer. This Saturday, August 11th, at 8:30 p.m., in the City Park Rotary Band Shell, "The Tale of Desperaux" will play. A Drug Free/Character Education Presentation by DARE Officer Tom Sparks starts at 8:00 p.m. Free hot popcorn will be provided by Kiwanis. Bring chairs, blankets, and other picture items. The next movie, "The Lorax," will be featured on August 25th. The Prairie Trail seal coating was completed on August 2nd. The Centennial Trail repairs began this week and the seal coating phase of the Centennial Trail next week. The major portion of the trail repairs will be between Northwest Boulevard and Highway 41. The seal coating will start at Higgins Point and move west. During the seal coating period, users will not be directed to an

alternate route – rather, please be aware of the project, use the shoulder when traveling around the work area, and, when appropriate, walk bikes around the work area. For more information, call the Parks Department at 769-2252. This summer’s street overlay program is underway. Streets to be overlaid will have temporary closures due to grinding, utility raising, and paving of the streets. In some cases, traffic may be reduced to one lane during the overlay period. Please pay attention to signage and detours and allow a little extra time to arrive at your destination. The scope of the project includes the overlay of approximately 37 blocks of city streets including: A, B, C, and D Streets from Milwaukee Drive to Virginia Avenue; Milwaukee Drive from Government Way to Idaho Avenue; Browne Avenue from Government Way to Milwaukee Drive; Idaho and Virginia Avenues from Government Way to Lincoln Way. A tip from the Pedestrian & Bicycle Advisory Committee: When passing a bicycle, please do not speed up and make a right turn in front of the cyclist. Instead, slow down and wait for the bike to pass. Nominations for “Landscape of Excellence” are now being accepted by Community Canopy, an organization with the goal of sustainable community forests. The Landscape of Excellence award recognizes and encourages good tree care by highlighting those businesses or organizations in the local community who are doing things right. Nominations should be submitted by August 15th. To make a nomination for a Landscape of Excellence Award, please visit the Community Canopy website at http://www.plrcd.org/community_canopy/index.html, or call them at 769-2266. Mrs. Gabriel announced that the Department of Environment Quality has approved the waiver to allow the use of goats on a limited basis for weed control at the City well sites. As respect for the victims in the recent shootings in the Oak Creek, Wisconsin Sikh church, flags will be flown at half-staff until sunset on August 10, 2012. She updated the McEuen Park Project progress which includes mass grading at the parking lot of City Hall and the trail at the base of Tubbs Hill which will occur at the end of August. The bid opening for the contractors for the McEuen Parks Project will be held on August 14th with the award of the bid slated for the August 21st Council meeting. Work on the base of Tubbs Hill will begin the end of August. The basketball court and playground will remain intact until next spring. Parking at the 3rd Street lot will be reduced during the construction activities in August. During construction of the parking lot at City Hall there will be no parking available in the lower lot. She noted that the Osprey nests will be protected until they leave around the end of September. Additionally, they are looking at installing a web cam of the project for citizens to view. The City Council will hold a meeting regarding the ITD proposal for the City to take over Coeur d’Alene Lake Drive on October 8th at 5:00 p.m. in the Library Community Room and the public is invited to this meeting.

RESOLUTION NO. 12-031

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH COEUR D’ALENE AMERICAN LEGION FOR THE CONSTRUCTION OF A BASEBALL FIELD AT RAMSEY PARK.

MOTION: Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-031.

DISCUSSION: Councilman Kennedy noted that this is supported by the American Legion. Councilman Goodlander believes that this is a great opportunity but wanted to know more about the parking and, in particular, adding additional parking in this area. Parks Director Eastwood

responded that staff was looking at the former railroad property with the idea to use this common access from the Kroc Center off Golf Course Road for 70-100 parking spaces in that area. Councilman Goodlander asked how we would accomplish this. Mr. Eastwood responded that not only Ramsey Park users but the Kroc Center and the Prairie Trail users would benefit with the development of a parking lot along the abandoned railroad land next to Ramsey Park. Councilman Gookin asked what is going to protect other fields and homeowners from foul balls. Mr. Eastwood responded that there is no real concern due to the length of the field to the Kroc Center and, in the other area, they would place netting 20 feet high. Councilman Gookin asked the representative from the American Legion, Jamie Duman, if they are in charge of scheduling of the field and will they be making all the money from the concession stand. Mrs. Duman responded that yes, she will be in charge of scheduling and receiving the revenue from the concession stand. Councilman Kennedy noted that revenue from the paid advertising signs along the fencing will also go to the American Legion. Councilman Gookin asked Finance Director Tymesen to confirm that LCDC will replace the funds from the Capital Improvement Fund used for this field improvement. Mr. Tymesen responded that the funds will come from the Parks Capital Improvement Fund and LCDC will provide funding specifically for the McEuen Park Project so there will not be any transfer of funds from LCDC to the Parks Capital Improvement Funds. Councilman Edinger does not believe that relocating the Legion Field to Ramsey fulfills the equal or better standard but will begrudgingly vote for the Memorandum of Understanding.

ROLL CALL: McEvers, Aye; Goodlander, Aye; Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye. Motion carried.

Councilman Kennedy expressed his appreciation to Jamie Duman and Dennis Spencer for their work in coming to a resolution with the American Legion Board.

ORDINANCE NO. 3447
COUNCIL BILL NO. 12-1020

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 6.10.010 TO ALLOW DOG'S TO BE LICENSED FOR UP TO THREE YEARS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Adams to pass the first reading of Council Bill No. 12-1020.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1020 by its having had one reading by title only.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye. Motion carried.

RESOLUTION NO. 12-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
CONVERTING DUNCAN DRIVE FROM TWO-WAY TO ONE-WAY STREET.

STAFF REPORT: City Engineer Gordon Dobler reported that several years ago the Charter Academy began operating at the corner of Duncan Drive and Building Center Drive. Since then they have grown in enrollment and size. Their facilities encompass all but two corner lots on Duncan Drive. That growth has created a congestion problem for the past few years. Because of the limited space, vehicles of parents waiting to pick up the students stack up on Duncan and Building Center and out through the intersection of Kathleen, causing a major congestion problem. Staff has worked with the school over the past several years to reduce the congestion but the problem continues.

Mr. Dobler noted that the school hired Welch-Comer to perform a Traffic Impact Study in May. They evaluated traffic flow patterns, pedestrian crossing patterns at the school, etc. and modeled the impacts of converting Duncan Drive to a one-way street southbound. Their evaluation indicates that doing this will substantially reduce the congestion by stacking the waiting vehicles on Duncan Drive, increase the efficiency of vehicle flow, and decrease the pedestrian/vehicle conflicts.

MOTION: Motion by Goodlander, seconded by Gookin to adopt Resolution 12-032.

ROLL CALL: Goodlander, Aye; Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye. Motion carried.

RESOLUTION NO. 12-0330

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2012-2013, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2012:

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-2012 BUDGET	FY 2012-13 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$197,461	201,914	\$209,912	\$220,014
Administration	487,398	496,767	514,369	409,019
Finance Department	708,642	666,558	698,735	691,291
Municipal Services	1,226,661	1,261,718	1,405,776	1,392,349
Human Resources	227,324	233,443	240,757	247,237
Legal Department	1,354,085	1,345,812	1,471,145	1,463,189
Planning	496,550	471,507	458,244	486,714
Building Maintenance	403,704	1,195,611	408,265	401,882
Police Department	8,700,361	9,311,667	9,587,462	10,194,536
Byrne Grant – Police Dept.	111,619	139,286	159,590	58,167
COPS Grant	125,527	190,182	170,843	71,466

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
GENERAL FUND EXPENDITURES CON'T				
KCJA	194,216	147,671	36,700	36,700
Fire Department	6,722,029	7,391,179	7,553,083	7,809,957
General Government	320,228	968,749	131,750	192,635
Engineering Services	1,247,216	1,263,834	929,243	1,251,316
Streets/Garage	2,104,936	2,171,991	2,170,770	2,428,570
ADA Sidewalk Abatement	189,935	196,238	219,904	224,386
Byrne Grant – Police Dept.	471,200	177,984	84,229	92,196
Building Inspection	749,892	734,037	707,232	742,848
Parks Department	1,648,535	1,603,556	1,694,573	1,683,036
Recreation Department	685,397	666,606	763,342	775,837
TOTAL GENERAL FUND EXPENDITURES:	28,372,916	\$30,836,310	\$29,615,924	\$30,873,345

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	1,168,709	1,190,385	1,284,625	1,304,434
CDBG	394,496	190,127	297,600	267,325
Impact Fee Fund	782,573	204,265	925,000	613,133
Parks Capital Improvement	291,975	214,400	676,600	881,215
Annexation Fee Fund	200,000*		133,000	70,000
Self-Insurance	260,591	640,589	234,000	264,000
Cemetery Fund	358,219	238,669	249,464	239,300
Cemetery Perp Care Fund	192,399	97,169	98,000	98,000
Jewett House	13,560	15,424	17,790	42,000
Reforestation	99,734	50,627	3,000	1,500
SPECIAL REVENUE FUND EXPENDITURES:	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
Street Trees	61,537	58,900	75,000	65,000
Community Canopy	677	1,459	1,200	1,500

Arts Commission	5,758	6,421	6,650	7,000
Public Art Funds	207,541	40,154	189,600	245,000
KMPO	348,781	398,333	350,000	
<u>TOTAL SPECIAL FUNDS:</u>	<u>4,386,550</u>	<u>3,346,922</u>	<u>4,541,529</u>	<u>4,099,407</u>

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	637,818	635,574	575,021	570,050
Water Fund	6,116,517	6,469,842	7,394,451	7,639,143
Wastewater Fund	13,465,475	19,235,443	17,759,498	19,051,155
Water Cap Fee Fund	57,609		850,000	850,000
WWTP Cap Fees Fund	2,482,935	1,025,000	802,750	879,336
Sanitation Fund	3,152,239	3,155,553	3,229,773	3,285,480
City Parking Fund	191,150	199,593	177,957	575,957
Stormwater Management	1,735,049	1,497,856	1,417,627	1,050,615
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>27,838,792</u>	<u>32,218,861</u>	<u>32,207,077</u>	<u>33,901,736</u>
<u>FIDUCIARY FUNDS:</u>	2,449,454	2,456,681	2,537,300	2,538,100
<u>CAPITAL PROJECTS FUNDS:</u>	2,135,929	2,008,402	7,570,000	770,000
<u>DEBT SERVICE FUNDS:</u>	2,890,778	1,631,708	1,500,680	1,381,865
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$68,074,419</u>	<u>\$72,498,884</u>	<u>\$77,972,510</u>	<u>\$73,564,453</u>

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-2012 BUDGET	FY 2012-2013 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	14,208,289	15,531,312	15,305,673	15,890,917
Library Levy	1,138,334	1,185,018	1,189,170	1,189,170

Policeman's Retirement Fund Levy	150,113	156,501	152,000	152,000
Comprehensive Liability Plan Levy	2,376	2,766	-0-	-0-
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	960,393	1,068,075	1,140,000	1,143,045
TOTAL REVENUE FROM PROPERTY TAXES:	16,709,505	18,193,672	18,036,843	18,625,132

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	5,844,229	3,094,106	4,992,232	4,692,578
Beginning Balance	26,842,018	28,313,491	25,170,524	27,563,442
Other Revenue:				
General Fund	12,951,425	13,971,827	12,003,781	12,527,038
Library Fund	42,568	44,841	43,100	41,750
Community Development Block Grant	392,832	191,790	297,600	267,325
Parks Capital Improvement Fund	215,722	304,130	139,600	148,877
Insurance/Risk Management	18,670	3,518	4,000	2,900
Cemetery	116,200	166,641	153,464	149,300
Annexation Fee Fund	22,289	50,932	25,000	25,000

	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
ESTIMATED OTHER REVENUES CON'T:				
Impact Fee Fund	352,504	578,526	350,000	404,400
Cemetery Perpetual Care Fund	122,964	71,822	100,000	60,000
Jewett House	8,568	5,770	11,000	31,000
Reforestation	101,966	49,653	3,000	1,500

Street Trees	52,085	33,119	40,000	30,000
Community Canopy	971	1,006	1,200	1,500
Arts Commission	5,698	6,809	7,000	7,000
Public Art Funds	170,942	168,937	110,500	
KMPO	341,647	411,435	350,000	
Street Lighting Fund	483,618	488,625	485,021	490,050
Water Fund	3,852,006	3,902,193	3,897,000	3,964,696
Wastewater Fund	6,075,254	6,120,213	6,903,280	6,890,896
Water Cap Fee Fund	435,808	522,698	401,500	451,500
WWTP Capitalization Fees	656,841	1,027,725	802,740	879,326
Sanitation Fund	3,010,744	3,130,653	3,229,772	3,475,480
City Parking Fund	198,878	328,103	126,000	96,957
Stormwater Management	1,323,282	1,303,384	1,321,334	1,081,570
Fiduciary Funds	2,286,806	2,252,772	2,348,300	2,370,350
Capital Projects Fund	662,528	1,229,347	7,079,000	545,000
Debt Service Fund	300,264	142,609	49,800	45,260
SUMMARY:				
	FY 2009-10 ACTUAL	FY 2010-11 ACTUAL	FY 2011-12 BUDGET	FY 2012-13 PROPOSED
PROPERTY TAXES	16,709,505	18,193,672	18,036,843	18,625,132
OTHER THAN PROPERTY TAXES	66,889,327	67,916,675	70,445,748	66,244,695
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$83,598,832</u>	<u>\$86,110,347</u>	<u>\$88,482,591</u>	<u>\$84,869,827</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 13, 2012 and August 20, 2012.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 4th day of September, 2012 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

STAFF REPORT: Troy Tymesen, Finance Director presented the preliminary budget and noted that it is available on the City's web site at www.cdaid.org. He noted that 11 positions are either being separated out or eliminated, and the supplies budget has been decreased as well as capital purchases. He noted that the financial plan is proposed with a 2% increase in the General Fund budget. He explained the effect of property valuations and the levy rate. He noted that the levy rate is at \$6.76/\$1,000 which would equate to approximately \$94/year for a home valued at \$200,000. The homeowner's exemption has decreased to approximately \$82,000. He also noted that a major impact on this financial plan is the lack of revenue from the stormwater utility. He noted that Administration has been working with the employee associations to reduce the contracted COLA amount. He noted that if the Associations do not agree to a lower COLA then the City would need to use the Fund balance.

DISCUSSION: Councilman Gookin noted changes to the Parks Department, Recreation Department and Parks Capital Improvement Fund. Mr. Tymesen responded that as a result of the Council's workshop the budgets were reduced. Councilman Gookin asked if we used the Fund Balance what would be the effect on that balance. Mr. Tymesen responded that if the COLAs were not reduced we would need to use \$311,000. He noted that if COLAs are not reduced then he would recommend reductions in certain Department budgets vs. using the Fund Balance. Councilman Gookin noted that this resolution sets a high water mark and the budget can be reduced prior to the public hearing.

MOTION: Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-033.

DISCUSSION: Councilman Adams noted that he will be voting yes to accept the resolution but that he is not approving the budget but rather approving the setting of the public hearing. Councilman Gookin echoed Councilman Adams comments.

ROLL CALL: Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye. Motion carried.

RESOLUTION NO. 12-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2011-2012, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2011:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	209,912	
Administration-----		514,369	
Finance Department-----		698,736	708,441
Municipal Services-----		1,405,776	1,413,136
Human Resources-----		240,757	
Legal Department-----		1,471,145	1,476,145
Planning Department-----		458,244	
Building Maintenance-----		408,265	520,775
Police Department-----		9,587,462	9,684,642
Byrne Grant-----		159,589	
Byrne Grant Equipment-----		84,229	242,619
COPS Grant-----		170,843	234,310
K.C.J.A. Task Force-----		36,700	46,700
ADA Sidewalks-----		219,904	
Fire Department-----		7,553,083	7,614,083
General Government-----		131,750	412,025
Engineering Services-----		929,243	1,222,294
Streets/Garage-----		2,170,770	
Parks Department-----		1,694,573	1,706,598
Recreation Department-----		763,342	
Building Inspection-----		<u>707,232</u>	
TOTAL GENERAL FUND EXPENDITURES:		<u>\$29,615,924</u>	<u>\$30,725,887</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$	1,284,625	
Community Development Block Grant-----		297,600	
Impact Fee Fund-----		925,000	
Parks Capital Improvements-----		676,600	736,600
Annexation Fee Fund-----		133,000	
Insurance / Risk Management-----		234,000	367,000
Cemetery Fund-----		249,464	
Cemetery Perpetual Care Fund-----		98,000	
Jewett House-----		17,790	22,090
Reforestation-----		3,000	32,500
Street Trees-----		75,000	
Community Canopy-----		1,200	
Arts Commission-----		6,650	
Public Art Funds-----		189,600	216,442
Kootenai Metropolitan Planning Org-----		<u>350,000</u>	

TOTAL SPECIAL FUNDS: \$4,541,529 \$4,795,171

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 575,021	
Water Fund-----	7,394,451	7,837,951
Wastewater Fund-----	17,759,498	18,157,098
Water Cap Fee Fund-----	850,000	
WWTP Cap Fees Fund-----	802,750	
Sanitation Fund-----	3,229,772	3,354,772
City Parking Fund-----	177,957	931,257
Stormwater Management-----	<u>1,417,627</u>	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$32,207,076</u>	<u>\$33,926,476</u>

FIDUCIARY FUNDS:-----	2,537,300	
STREET CAPITAL PROJECTS FUNDS:-----	7,570,000	
DEBT SERVICE FUNDS:-----	<u>1,500,680</u>	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$77,972,509</u>	<u>\$81,055,514</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 10, 2012 and August 17, 2012.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 21st day of August, 2012 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

STAFF REPORT: Mr. Tymesen noted that by setting this public hearing, it will allow the City to open the current budget to amend for unanticipated/ additional revenues and expenditures.

MOTION: Motion by Goodlander, seconded by Kennedy to adopt Resolution 12-034.

ROLL CALL: Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye; Gookin, Aye. Motion carried.

A-2-12 – FINDINGS AND ORDER FOR ANNEXATION/ZONING OF PROPERTY ON THE NORTH SIDE OF SELTICE WAY WEST OF THE MILL RIVER SENIOR FACILITY: Motion by Goodlander, seconded by Gookin to accept the Findings and Order for the public hearing held on July 17, 2012. ROLL CALL: Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

ORDINANCE NO. 3446
COUNCIL BILL NO. 12-1021

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED;

CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 12-1021.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1021 by its having had one reading by title only.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

PUBLIC HEARING – A-4-12: ANNEXATION/ZONING OF PROPERTY AT 1351 SILVER BEACH ROAD: Mayor Bloem read the rules of order for this public hearing. Tami Stroud, City Planner, gave the staff report.

Mrs. Stroud gave the applicant's name as Scott Stevens, the location of the request as a .234 acre parcel of property located at 1354 Silver Beach Road and the reason for the request as annexation with an R-5 zoning.

She gave the staff analyses for land use, neighborhood characteristics, utilities, streets, and fire service. She reported that on June 12, 2012 the Planning Commission reviewed the proposed zoning for this property and recommends approval with the following provisions:

“The approval of this annexation will require the need to provide public sewer force main from the east side of the Terraces to the subject property and obligate the applicant to the money necessary to upgrade Hagadone's private lift station to be a public lift station (as found in the Resort Golf Course annexation agreement).”

Mrs. Stroud reported that on July 20, 2012 six notices of tonight's public hearing were mailed to all property owners of record within three-hundred feet of the subject property.

DISCUSSION: Councilman Goodlander asked about the easement for a private drive. Mrs. Stroud noted that the applicant uses the adjacent property owner's driveway. Councilman Gookin asked about the lack of Certificate of Occupancy. Mrs. Stroud noted that if the property is annexed then it would be a nonconforming structuring within the City but the applicant would need to resolve the construction issues with the County.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

DISCUSSION: Councilman Edinger noted that no hydrants are available so what would be the responsibility of the City if it was annexed. Attorney Gridley responded that the applicant would take the situation as it is and the City is not required to furnish a hydrant to his property at this

point and thus would not have a responsibility for this property. Mr. Markley noted that the nearest hydrant is in the area of the Terrace Condominiums. Scott Stephens, 1354 Silver Beach Road, noted that he would not be requesting sewer or water and thus would not be required to pay for the cap fees. In regard the hydrant he noted that there is a 3,000 gallon water tank available for fire suppression. He noted that if he were annexed into the City he would be able to get a Certificate of Occupancy as a non-conforming use. Councilman Kennedy noted that it appears that if this property is annexed, then the City would be condoning building structures without county authorization or permits. Mr. Stephens responded that he wasn't trying to be devious and he eventually did get building permits from the County to construct the building. Councilman McEvers noted that the setbacks would not meet either county or city standards, so how did he get a building permit. Mr. Stephens responded that he worked with Mr. Huber at the county to try to resolve this issue. He noted that it is his wish to "circumvent" the inability to allow the shop within County standards and he would be willing to pay city property taxes.

Councilman Goodlander noted that the Quonset hut was already in existence prior to building the second home. Mr. Stephens noted there are two separate lots and the Quonset hut was in existence when he constructed the second home. Councilman Goodlander asked how the City would handle this situation if they approved the annexation. Mr. Gridley noted that the City would enter into an annexation agreement prior to annexing the property. He noted that the PUD that exists with the Hagadone Corporation would be required to extend the sewer main when their property is developed and then Mr. Stephens would have to pay for extending that main to his property and any additional upsizing of the sewer main. Councilman Goodlander asked if the applicant would need to obtain a building permit from the City. Mr. Gridley noted that Mr. Stephens would have to resolve his issues with the County prior to authorizing the annexation into the City. Mr. Gridley added that he currently has a water well and septic and the City would not be obliged to provide these services.

Mayor Bloem asked how the applicant is going to be able to resolve his issues with the county if he is not annexed into the City. Mr. Gridley noted that he could get his Certificate of Occupancy prior to annexation. Chief Building Inspector Ed Wagner noted that he contacted the County and they informed him that they would not issue a Certificate of Occupancy but they would issue a statement at the construction was done to building code. Mr. Wagner noted that Mr. Stephens would not receive a Certificate of Occupancy with the City but he could issue a document stating that the building was constructed to county codes.

Councilman Kennedy asked if the land is transferred to someone else, and the subsequent owner has a failed septic tank, would the new owner be required to extend the sewer line at a major cost and could they then sue the City because we authorized the annexation without a certificate of occupancy. Mr. Gridley noted that the only time a homeowner would be required to connect to the sewer system in the event their septic tank fails is if there is a sewer line available. Don Kiel, Assistant Wastewater Superintendent, noted that Panhandle Health and City Engineer Gordon Dobler work together and if a home is more than 200 feet from a sewer line, then Panhandle would issue a new septic tank permit.

Mayor Bloem asked Mr. Stephens, if he could get everything lined up, what could he not do in the county that he would be able to do in the city. Mr. Stephens responded that the side yard

setback would be grandfathered in as a nonconforming setback. He noted that he is currently paying double fees to the County because he did not get the permits at the onset so he might be able to get a Certificate of Occupancy from the County. Mr. Gidley commented that his understanding is that the County cannot issue a Certificate of Occupancy because he does not meet the setbacks and he cannot get a city Certificate of Occupancy since he is not in the City. He could get a Certificate of Occupancy from the City if he is annexed and resolved the other issues with his property.

PUBLIC COMMENTS: Brenda Burk, 2600 E. Seltice Way, Post Falls, noted that she is a realtor who has been helping Mr. Stephens resolve his issues regarding his property. She believes that the way he originally constructed the home is now a moot point in that the issues are now the front yard and side yard setbacks. She believes that the violations made by the applicant within the county should be set aside and the issues should be resolved with this annexation. She noted that Mr. Stephens is now trying to resolve these issues including an equivalent to a Certificate of Occupancy.

Councilman Kennedy read a letter from the Leavitt's who voiced their concern that if the annexation and zoning are approved then their views and vistas would be impacted. Mrs. Burk responded that it is not Mr. Stephens property that would affect the views and vistas of the Leavitt property.

Councilman Gookin asked if the house is currently for sale. Mrs. Burk responded that the house cannot be currently sold without a Certificate of Occupancy. Councilman Gookin commented that Mr. Wagner had noted that construction was done without permits. Mr. Wagner responded that Mr. Stephens constructed the shop and some storage sheds without permits. Councilman Gookin asked in regard to the drain fields, what are the rules for these type of fields. Mr. Kiel noted that drain fields could not be could be constructed within 100' from the well. Mr. Stephen noted that the water well is in the front of the house and the drain fields are in the back of the house. Councilman Gookin asked where the 3,000 gallon water storage is placed. Mr. Stephens responded that it is also located in the front of the house. Councilman Gookin asked where the well is to the adjacent house that he previously owned. Mr. Stephens noted that their drain fields are in the back of their home and their 3,000 gallon water storage is shared by both properties. Mr. Stephens noted that this shared water storage does not have an agreement between the two properties.

Councilman Gookin asked about the height restrictions in the PUD. Mrs. Stroud responded that the PUD does have modifications to allow various heights within the PUD. Councilman Edinger asked why the Planning Commission approved this application. Mrs. Stroud noted that the Planning Commission only looks at the zoning not the annexation of property. Mr. Gridley noted that it is the Council who is to determine if the zoning is appropriate and if they want to annex the property into the City.

MOTION: Motion by Goodlander, seconded by Adams to approve the requested annexation and zoning of the property at 1351 Silver Beach Road, to direct staff to negotiate an annexation agreement and to direct staff to prepare the Findings and Order for this public hearing.

Mr. Gridley noted that the neighbor objected to the fact that there is no agreement on the shared water storage. Councilman Goodlander agreed that a resolution to this issue should be required in the annexation agreement.

DISCUSSION: Councilman Goodlander believes that this is the area in which our City will grow and thus would approve this annexation and would allow Mr. Stephens to resolve his issues regarding his buildings constructed on this property. This may create an island for the adjacent property owner but they also may need to annex into the City as well. Mr. Gookin believes that eventually this property could be annexed; however, not at this time due to all the issues involved with this property including no access to roadway, no water or sewer accessibility and the issue of a PUD which could adversely affect this property and the lack of permits being obtained, thus he cannot support the annexation at this time. Councilman Adams concurs with Councilman Goodlander. Councilman Kennedy asked Councilman McEvers and Mayor Bloem to provide their input into this issue since they served on the Planning Commission. Councilman McEvers believes that this is a strange way of going about this nonconforming home and other nonconforming homes along Coeur d'Alene Lake Drive which will eventually be annexed into the City. He sees this as a hoakus-poakus deal but the City could help the applicant out. Mayor Bloem noted that the PUD allows two high rise building sites. She believes that from a planning and zoning perspective this applicant should be approved as the property surrounded by this property is already in the city. She also noted that all the issues would have to be resolved prior to being annexed into the City through an annexation agreement. Councilman Edinger commented that if Mr. Stephens follows through with resolving all the issues included in the annexation agreement he is comfortable annexing this property.

ROLL CALL: Kennedy, Aye; Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye; Gookin, No. Motion carried.

EXECUTIVE SESSION: Motion by Goodlander, seconded by Adams to enter into Executive Session as provided by I.C. 67-2345 §C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency, and § F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

ROLL CALL: Edinger, Aye; Adams, Aye; McEvers, Aye; Goodlander, Aye; Gookin, Aye; Kennedy, Aye. Motion carried.

The session began at 8:50 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney, Deputy City Attorney, and Personnel Director.

Matters discussed were the Dixon case and various employee separation incentive proposals. No action was taken and the Council returned to its regular session at 10:50 p.m.

RESOLUTION NO. 12-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING THE 2012 EMPLOYEE SEPARATION INCENTIVE - LETTER OF
AGREEMENT(s) (LOA).

Motion by Gookin, seconded by Kennedy to adopt Resolution 12-035.

ROLL CALL: Adams, Aye; McEvers, Aye; Goodlander, Aye; Gookin, Aye; Kennedy, Aye;
Edinger, Aye. Motion carried.

ADJOURMENT: Motion by McEvers, seconded by Adams that, there being no further
business before the Council, this meeting is adjourned. Motion carried.

The meeting adjourned at 10:51 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan, K. Weathers, CMC
City Clerk

RESOLUTION NO. 12-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE OMEGA GROUP SOFTWARE COMPANY; APPROVING CHANGE ORDER NO. 11 WITH CONTACTORS NORTHWEST FOR WWTP PHASE 5B; AWARD OF BID AND APPROVING A CONTRACT WITH ACI NORTHWEST, INC. FOR THE 2012 MCEUEN CONSTRUCTION PROJECT; AND APPROVING THE DESTRUCTION OF RECORDS AS REQUESTED BY THE HUMAN RESOURCES DIRECTOR.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "A through D" and by reference made a part hereof as summarized as follows:

- A) Approving a Professional Services Agreement with The Omega Group Software Company;
- B) Approving Change Order No. 11 with Contactors Northwest for WWTP Phase 5B;
- C) Award of BID and Approving a contract with ACI Northwest, Inc. for the 2012 McEuen Construction Project;
- D) Approving the Destruction of Records as requested by the Human Resources Director;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through D" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 21st day of August, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL
STAFF REPORT

DATE: August 8, 2012

FROM: Wayne Longo
Chief of Police

SUBJECT: Professional Services Contract with The Omega Group Software Company and
the Coeur d'Alene Police Department.

Decision Point:

Should the City of Coeur d'Alene Police Department enter into a professional services contract with The Omega Group to provide software to enable the Coeur d'Alene Police Department to enhance its crime analysis unit.

History:

The City of Coeur d'Alene Police Department has maintained a crime analysis unit since 2003. During its tenure, the Police Department has recognized the benefits of having such a unit. The unit has been not only successful, but vital to providing information to the officers, other agencies and the public with regard to criminal activity. In order to perform their crime analysis duties the unit relies on up to date software, equipment and partnerships with other agencies. In 2011 Coeur d'Alene Police partnered with the Idaho Bureau of Homeland Security and the Idaho Criminal Intelligence Center to further expand our information sharing networks.

Financial Analysis:

The Idaho Bureau of Homeland Security has allocated \$51,300.00 of federal grant funds for the City of Coeur d'Alene Police Department to receive CrimeView, which is a crime analytical software program offered by the Omega Group.

Performance Analysis:

The crime analysis unit has provided invaluable data and information relating to criminal activity. The information has directly resulted in solving numerous criminal offenses, not only in Coeur d'Alene, but other jurisdictions. The numerous data bases and portals of information mandate the need for the most effective method to extract vital information in timely and accurate manner. This new software will improve the efficient and effective way to access our data bases and populate that information on a map for analysis. We will partner with Kootenai County Sheriff's Department, who will also receive access to this software.

Quality of Life Analysis:

The Crime Analysis unit has provided a working mechanism for the Coeur d'Alene Police Department to communicate criminal behavior to not only law enforcement, but to the public. This cooperation with law enforcement and the public has been instrumental in not only protecting our citizens, but solving crimes. The full impact of this unit on the quality of life is sometimes hard to measure. The feedback from all involved indicates this is a successful way to provide a safer city.

Decision Point:

Should the City of Coeur d'Alene Police Department enter into a professional services contract with The Omega Group to receive the CrimeView software program.

Coeur d'Alene Police Department Professional Services Agreement

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is entered into this 21st day of August, 2012, to be effective as of _____ ("Effective Date"), by and between **Coeur d'Alene Police Department** ("Client"), with its principal place of business located at 3818 Schreiber Way, Coeur d'Alene, ID 83815, and **The Omega Group, Inc.** ("Omega"), a California Corporation, with its principal place of business located at **5160 Carroll Canyon Road, San Diego, CA 92121**.

1. Services

1.1 Professional Services. Omega shall provide services fully described in Exhibit A, the proposal for CrimeView Desktop, dated May 20th, 2012, for the Coeur d'Alene Police Department, which is attached hereto and incorporated in full herein by reference. Omega shall retain the right to perform work for others during the terms of this Agreement.

1.2 Conduct of Services. Client agrees to provide working space and facilities, and any other services and materials Omega or its personnel may reasonably request in order to perform the work assigned to them. All work shall be performed in a workmanlike and professional manner by employees or subcontractors of Omega having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Omega shall make sure its employees or subcontractors at all times observe security and safety policies of Client.

1.3 Method of Performing Services. The parties acknowledge and agree that Client shall have no right to control the manner, means, or method by which Omega performs the services called for by this Agreement. Rather, Client shall be entitled only to direct Omega with respect to the elements of services to be performed by Omega and the results to be derived by Client. Client can review and assess the performance Omega services for the limited purposes of assuring that such services have been performed and confirming that such results were satisfactory.

2. Term of Agreement

2.1 Term. This Agreement shall commence on the date set forth above, and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of this Agreement, shall continue until the documented satisfactory completion of the services set forth in Exhibit A (quote); or until it is terminated as set forth in Section 2.2.

2.2 Termination. This Agreement may be terminated by either party upon sixty (60) days prior written notice.

2.3 Return Client Property. Upon termination of this Agreement for any reason, Omega shall promptly return to Client all copies of any Client data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of Client. Omega shall also furnish to Client all work in progress or portions thereof, including all incomplete work.

3. **Fees, Expenses and Payment**

3.1 Fees. In consideration of the services to be performed and delivered, Omega shall be entitled to compensation in the total amount of **\$51,300.00**. The payment schedule consists of four (4) payments related to the Project Tasks (see Project Tasks in Exhibit A) and is due as follows:

<ul style="list-style-type: none"> • CrimeView Desktop software license costs and travel costs 	\$19,500.00	Payment due upon completion of Project Kick-Off Meeting (Task 1)
<ul style="list-style-type: none"> • CrimeView Desktop 40% of Professional Services Costs 	\$11,400.00	Payment due upon completion of CrimeView Desktop Application Deployment (Task 4)
<ul style="list-style-type: none"> • CrimeView Desktop 40% of Professional Services Costs 	\$11,400.00	Payment due upon completion of CrimeView Desktop Training (Task 5)
<ul style="list-style-type: none"> • CrimeView Desktop 20% of Professional Service Costs and Year Two Costs 	\$9,000.00	Payment due upon completion of CrimeView Desktop Finishing Application Design (Task 6)

3.2 Additional Work. The fees and charges for any follow-on or additional work not described in Exhibit A shall be performed at Omega’s current hourly rates (\$185.00 per hour)

4. **Relationship Between Client and Omega**

4.1 Independent Contractor Status. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Omega or any employee or agent of Omega.

4.2 Nonsolicitation. During the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement, for any reason whatsoever, the parties covenant and agree not to hire or engage or attempt to hire or engage employees of the other party, except through advertisements directed to the general public or as expressly pre-approved by the other party.

4.3 Confidentiality. To the extent allowed under law, the parties agree not to disclose to any third party any proprietary information disclosed to it by the other party without the prior written consent of such disclosing party. The parties further agree to take the same care with the proprietary information as it does with its own, but in no event with less than a reasonable degree of care. This obligation of the parties shall survive beyond the effective termination date of this Agreement. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without reliance in any way on other protected information of the other party; or (4) information approved for the use and disclosure of either party or its personnel without restriction.

4.4 Indemnification. Omega shall defend, indemnify and hold Client harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to personal injury or death to persons, including Omega's employees, contractors, and agents or damage to personal or real property, including Client's property, arising out of or in connection with Omega's negligent performance of this Agreement. Client agrees to give Omega prompt notice of any such claim, demand, or action and shall, to the extent Client is not adversely affected, cooperate fully with Omega in defense and settlement of said claim, demand, or action. However, Client agrees that Omega's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under this Agreement.

4.5 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OMEGA DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.6 LIMITATION OF LIABILITY. OMEGA'S CUMULATIVE LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO OMEGA. OMEGA SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CLIENT IS RESPONSIBLE FOR BACKUP PRECAUTIONS. IN NO EVENT SHALL OMEGA BE LIABLE FOR ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF OMEGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. OMEGA SHALL NOT BE LIABLE TO CLIENT FOR ANY FAILURE OR DELAY CAUSED BY EVENTS BEYOND OMEGA'S CONTROL, INCLUDING, WITHOUT LIMITATION, CLIENT'S FAILURE TO FURNISH NECESSARY INFORMATION; SABOTAGE; FAILURE OR DELAYS IN TRANSPORTATION OR COMMUNICATION; FAILURES OR SUBSTITUTIONS OF EQUIPMENT; LABOR DISPUTES; ACCIDENTS; SHORTAGES OF LABOR, FUEL, RAW MATERIALS OR EQUIPMENT; OR TECHNICAL FAILURES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

5. Miscellaneous

5.1 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Idaho as they apply to a contract executed, delivered, and performed solely in such State.

5.2 Insurance. To the extent that Omega's personnel may perform work at Client's premises, Omega shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$1 million combined single limit for personal injury and property damage for each occurrence. Upon the request of Client, Omega shall provide Client with evidence satisfactory to Client of such insurance.

5.3 Remedies. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

5.4 Notices. Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

Coeur d'Alene Police Department
3818 Schreiber Way
Coeur d'Alene, ID 83815
Attn: Accounts Payable

The Omega Group
5160 Carroll Canyon Road, 1st Floor
San Diego, CA 92121
Attn: Accounts Receivable

5.5 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

5.6 Severability. If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.7 Headings. The section headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

5.8 Venue and Jurisdiction. In the event of litigation to enforce the terms of this Agreement, the parties consent to exclusive venue in and the sole jurisdiction of the First Judicial District of the State of Idaho or the Northern Division of the Federal District Court, District of Idaho, sitting in Coeur d'Alene, Idaho.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Omega:

**The Omega Group, Inc.,
a California corporation,**

Milan Mueller, President

Date

Client:

**Coeur d'Alene Police Department,
Coeur d'Alene, ID**

[Name], [Title]

Date

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 13, 2012
FROM: David E. Shults, Capital Program Manager *D.E.S.*
SUBJECT: Change Order #11 for Contractors Northwest for WWTP Phase 5B

DECISION POINT:

The City Council is requested to approve Change Order #11, for an increased cost of \$88,549 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,456,755.

HISTORY:

Construction of the 2-year Phase 5B project is complete. Phase 5B facilities are now fully operational and include a new administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building. After substantial completion and initial operation of the process facilities, wastewater staff and HDR engineering discovered several issues that required resolution. Final Change Order #11 contains five elements of additional work completed by the construction contractor to allow the project to be complete and operating as intended. Descriptions of the change items are included in the attached letter from HDR Engineering. All five elements add process components that are necessary for reliable operations of the systems. Because some rework was necessary due to omitted portions of design, HDR will provide credits for ongoing engineering services that will offset the mistakes. In addition, HDR provided personnel free of charge to the City to assist the contractor and to monitor the change order work which was done on a time and material basis.

FINANCIAL ANALYSIS:

Final Phase 5B Construction Costs

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	2,026,990
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3	64,804
Construction Change Order #4	105,280
Construction Change Order #5	99,836
Construction Change Order #6	51,746
Construction Change Order #7	53,267
Construction Change Order #8	77,540
Construction Change Order #9	145,545
Construction Change Order #10	10,437
<u>Construction Change Order #11 (new)</u>	<u>88,549</u>
Total Phase 5B construction project cost	13,699,179

Assumed Project Contingency 631,579 (5% of Construction and Engineering)

-Engineer's original Construction Contract Cost Estimate	12,314,000 (-5% to +10%)
-Original Construction Contract Amount	10,632,100
-Final Construction Contract Amount	11,456,755
-Total construction cost increase	824,655
-Final construction change order percentage	7.8%

Funding: Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The FY 10/11 City budget for the second year was \$7,500,000. The current FY 11/12 City budget is \$910,000 for completion of the project.

DISCUSSION:

The project involves seven different structures and associated building permits, a combination of heavy industrial construction and commercial building architectural construction, remodel of very congested buildings and equipment, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and extensive documentation and reporting. Most of the change order items result in improvements for better operations, maintenance, and safety, as reported in HDR's summary report for this change order. The final cost of construction is approximately \$900,000 less than the engineer's original cost estimate for the project, and approximately \$1M less than the average bid from all of the prequalified contractors who submitted bids.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #11, for an increased cost of \$88,549 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,456,755.

Attachment

des1477



00...134317/3.09.04/Change Order No. 11

August 2, 2012

City of Coeur d'Alene Wastewater Department
Attn: Mr. Dave Shults, Capital Program Manager
710 E. Mullan Ave.
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements
Change Order No. 11 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 11 for the above referenced project.

Summary

The total for the recommended Change Proposal Requests included in Change Order No. 11 is \$88,549.00. This results in an increase in the contract price from \$11,368,206.00 to a revised contract price of \$11,456,755.00.

Please note that the original Opinion of Probable Construction Cost (i.e., cost opinion) range, published at the time of the project bid, was from \$11,700,000 to \$13,500,000 with a base cost opinion of \$12,314,000. The median of bids from pre-qualified contractors prior to award of the contract was \$12,335,000, and the average was \$12,440,000. The revised contract price, reflecting this recommended Change Order, remains \$243,245, or 2.1 percent, less than the low end of the original cost opinion presented prior to the bid.

A summary of the project change amounts and percentages of original contract price are presented in the following table.

Change Type	Value	Percentage of Contract
Unanticipated Changes	\$72,330	0.68%
Agency Generated Changes	\$152,683	1.44%
Added Value and Longevity/Performance	\$685,558	6.45%
Re-work (Credited by HDR)	\$104,554	0.98%
Utilization of Unanticipated Cost	\$(212,100)	(1.99%)
ARRA Administration Claim	\$21,630	0.20%
Change Total	\$824,655	7.76%

Change Proposal Requests

Change Order No. 11 incorporates the final five PCO/CPRs attached to this letter of transmittal. Each change item is summarized below:

CPR No. 214 – Installation of City Purchased PSC/PSL Fittings and Pipe Sections, PCO #211a.

This Change Proposal Request involves the installation of 4-inch primary scum/primary sludge (a.k.a., 4-PSC/PSL) glass lined D.I. pipe, purchased by the City of Coeur d'Alene, for installation in the existing Solids Building basement. The purchased piping and fittings replace existing 4-PSC/PSL ductile iron piping installed under a different contract with new glass lined pipe and fittings. The change item also includes painting of existing piping and new pipe and fittings installed at the City provided locations. All work is conducted at the same time as the work associated with CPR No. 215. Construction observation of the pipeline and fittings installation was performed by Tom Hanou from HDR at no cost to the Owner. HDR also completed all required touch-up painting at no cost to the City. This value added change item is a cost addition of \$19,071 to the original contract amount. A change to the contract duration was not required for this change item.

CPR No. 215 – 4-PSC/PSL line addition and installation, PCO # 211b. This Change Proposal Request involves installation of an additional 4-inch glass-lined ductile iron pipe extending from the Solids Building, through the Utilidor to the Digester Control Building basement. The change item also includes removal and replacement of thickened sludge piping within the existing Solids Building basement with glass-lined pipe. This change item addresses the installation of glass-lined piping for all primary sludge and scum service for the facility that was initially installed as cement mortar lined pipe. The original pipeline installed as part of the project is still needed for transmission of secondary sludge and scum through the same routing. This change item is a cost addition of \$41,403 to the original contract amount. Because the original installation involved a piping liner material not compatible with the primary sludge and scum product being pumped, a new glass-lined pipeline is also needed. HDR has agreed to contribute the additional cost for installation (contract superintendence and installation labor) of the new, glass lined pipeline and the cost of the original cement mortar lined pipe. This change results in an overall contribution from HDR of \$33,330. HDR will reimburse the City for this amount in a future professional services invoice. A change to the contract duration of 146 calendar days was required for this change item.

CPR No. 216 – Digester No. 5 Cupola SST pipe for foam suppression upgrade, PCO # 210. This Change Proposal Request involves installation of 6-inch stainless steel risers and spools on the digester gas lines in the Digester No. 5 cupola. This change item is a re-work item that enables raising the gas safety systems associated with the foam suppression unit and digester gas piping ensure the foam suppression system properly suppresses foam buildup. As a result of this required re-work, HDR has agreed to contribute the full change amount of \$6,977 toward resolution of this issue resulting in no additional cost to the City. HDR will reimburse the City for this amount in a future professional services invoice. A change to the contract duration was not required for this change item.

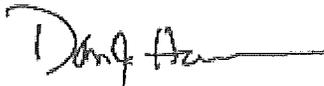
CPR No. 217 – Admin HVAC package, PCO # 208. This Change Proposal Request involves installation of hydronic heating coils in Room 201 with its own thermostat to provide for better heating (and cooling) control in Room 201. This value added change item is a cost addition of \$6,317 to the original contract amount. A change to the contract duration was not required for this change item.

Mr. Dave Shults
August 2, 2012
Page 3

CPR No. 218 – Filter Cabinet and Freeze Stats, PCO # 209. This Change Proposal Request involves the addition of filter assembly(s) and freeze thermostats in the Biogas Building, Sludge Pump House and Digester No. 5 Cupola. These features were not included in the original design, but were determined to be needed for added freezing protection of the hot water heating coils in the event of an unplanned boiler or heating system outage. This value added change item is a cost addition of \$14,781. A change to the contract duration was not required for this change item.

Please contact either of us if you require additional explanation or information.

Sincerely,
HDR ENGINEERING, INC.



Dan J. Harmon, P.E
Project Manager

- c. David Keil, HDR Engineering, Inc.
Tim McCormick, Contractors Northwest, Inc.

Enclosures: Change Order No. 11 w/ associated CPRs



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 214

CPR Date: 2012-07-19

Date Sent to Contractor: 2012-07-19

Date Rec'd from Contractor: 7/15/12

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s): Please perform this work when you will be able to do all this work and upcoming other CPRs in C. O. No. 11 at the same time period to minimize overhead costs.

During our installation of the 4-PSL/PSC from the Solids Building, thru the Utilidor to the DCM basement, you were asked to both paint and install glass lined D.I. pipe the City of C d'Alene DPW had purchased. Please give us these costs.

HDR: Tom Hanou Date: July 19, 2012

TO: HDR Engineering, Inc.

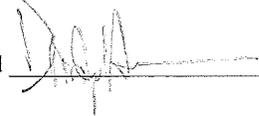
Proposal: _____

Cost: \$19,071.00 Credit: _____

(A time extension is not required for this modification unless otherwise detailed and justified:)

Contractor: Signed PCO 211 Date: 7/12/12

TO: Dave Shults, City of Coeur d'Alene Capital Program Manager

Accepted/Not Accepted  / HDR Date: 7/20/12

Accepted/Not Accepted _____ / Owner Date _____



Change Proposal Request No. 214 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by Engineer CM/Contractor Date: 03/23/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Solids Building 4-PSC/PSL pipe removal and replacement

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

\$19,071.00

HDR Recommendation:

- Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc. _____

Date _____

Owner's Action:

- Accepted Not Accepted

By: Owner _____

Date _____

General Contractor _____

Date _____

See attached Signed Prop.

Contractors Northwest, Inc.
 PCO 211 DCL 513 CPR 215 Gril Pipe.XLS

7/15/2012

PROJECT: CDA WWTP Phase 5B
 Job# 742
 PCO # 211
 DCL # 513

PROJECT OR CHANGE DESCRIPTION:
 Change out piping for the plant

ITEM	QTY	UNIT	MATERIAL \$/UNIT	MATERIAL AMOUNT	EQUIP / SUBS \$/UNIT	EQUIP / SUBS AMOUNT	LABOR \$/UNIT	LABOR AMOUNT	TOTALS
PROJECT MANAGEMENT	6.00	MH	0	0	0	0	51.16	367	367
PROJECT SUPERINTENDENT	12.00	MH	0	0	0	0	57.56	691	691
PROJECT ADMINISTRATOR	4.00	MH	0	0	0	0	25.18	101	101
PROJECT COORDINATOR	4.00	MH	0	0	0	0	43.17	173	173
1 Rental of Pipe Machine - 1 week	1.00	WKS	0	0	883	883	0	0	883
2 Elite Painting & Construction - painting	1.00	LS	0	0	5441.29	5,441	0	0	5,441
3	0.00	LS	0	0	0	0	0	0	0
4	0.00	LS	0	0	0	0	0	0	0
5	0.00	LS	0	0	0	0	0	0	0
6	0.00	LS	0	0	0	0	0	0	0
7	0.00	LS	0	0	0	0	0	0	0
8	0.00	LS	0	0	0	0	0	0	0
9 Pipe Installation	145.00	MH	0	0	0	0	42.00	6,090	6,090
10 Pickup	1.00	WVK	0	0	220.00	220	0	0	220
subtotal						6,544		7,421	13,965
sales tax/payroll tax/fringes/work comp			6%	0	0	0	39%	2,894	2,894
subtotal									
Subcontractor overhead and profit			0%	0	0	6,544	0%	10,315	16,860
Prime Contractor overhead and profit			15% - tax	0	0	327	15%	1,547	1,875
subtotal						6,872		11,863	18,734
							Liability Insurance	101	101
CNI - APPROVED: <i>[Signature]</i>							subtotal		18,835
							Bond 1.25%		235
ENG - APPROVED: <i>[Signature]</i>							TOTAL		19,071

DATE: 7-5-12
 DATE: 7/15/12



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 215

CPR Date: 2012-03-23

Date Sent to Contractor: 2012-03-23

Date Rec'd from Contractor: 3/12/12

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s): Please perform this work when you will be able to do all this work and upcoming other CPRs in C. O. No. 11 at the same time period to minimize overhead costs.

Per attached quotes and pdf photo and plan sheets, please install 4-PSL/PSC piping from the P.O.C. in the Solids Buildings basement, thru the Utilidor to Digester No. 5 Control Building's basement to its P.O.C. on a T & M basis with Tom Hanou/HDR Engineering working right alongside you to help expedite the work. Understanding is to perform this work with Jim Bloxam, CNI Superintendent, CNI Wayne Cardwell and 2 CNI pipefitters. CNI to provide all tools and equipment, including CNI's VIC Groover, VG412.

HDR: [Signature]

Date: 7/5/12

TO: HDR Engineering, Inc.

Proposal: _____

Cost: \$41,403.00 Credit: _____

(A time extension is not required for this modification unless otherwise detailed and justified:)

Contractor: Signed PCO 211

Date: 2/5/12

TO: Dave Shults, City of Coeur d'Alene Capital Program Manager

Accepted/Not Accepted [Signature] / HDR

Date: 7/27/12

Accepted/Not Accepted _____ / Owner

Date _____



Change Proposal Request No. 215 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by [] Engineer [] CM/Contractor Date: 03/23/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Per attached quotes and pdf photo and plan sheets, please install 4-PSL/PSC piping from the P.O.C. in the Solids Buildings basement, thru the Utilidor to Digester No. 5 Control Building's basement to its P.O.C. on a T & M basis with Tom Hanou/HDR Engineering working right alongside you to help expedite the work. Understanding is to perform this work with Jim Bloxam, CNI Superintendent, CNI Wayne Cardwell and 2 CNI pipefitters. CNI to provide all tools and equipment, including CNI's VIC Groover; VG412.

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

[] Increased [] Decreased [] Unchanged

by 146 calendar days.

This change will: [] Add [] Deduct [] Not Change

\$41,403.00

HDR Recommendation:

- [] Recommend Acceptance
- [] Do Not Recommend Acceptance

By: HDR Engineering, Inc. _____

Date _____

Owner's Action:

- [] Accepted [] Not Accepted

General Contractor _____

By: Owner _____

Date _____

Date _____

See attached signed PCO

PROJECT: CDA WWTP Phase 5B

Job# 742
 PCO # 211
 DCL # 513

PROJECT OR CHANGE DESCRIPTION:

Replace grt line with new glass lined pipe

ITEM	QTY	UNIT	MATERIAL \$/UNIT	AMOUNT	EQUIP / SUBS \$/UNIT	AMOUNT	LABOR \$/UNIT	AMOUNT	TOTALS
PROJECT MANAGEMENT	4.00	MH	0	0			61.16	245	245
PROJECT SUPERINTENDENT	8.00	MH	0	0			57.56	460	460
PROJECT ADMINISTRATOR	4.00	MH	0	0			25.18	101	101
PROJECT COORDINATOR	4.00	MH	0	0			43.17	173	173
1 Rental of Pipe Machine - 1 week	1.00	WKS	0	0	883		0	883	883
2 HD Fowler Pipe Materials, 3 page list	1.00	LS	20,606	20,606	0		0	20,606	20,606
3 EDGE Construction Supply - Unistrut	1.00	LS	557	557	0		0	557	557
4 United Rentals - test pump	1.00	LS	0	0	95		0	95	95
5 Fastners - All Thread, nuts & washers	1.00	LS	32	32	0		0	32	32
6 Fastners - Bolts and Nuts	1.00	LS	25	25	0		0	25	25
7 Elite Painting & Construction - painting	1.00	LS	0	0	4,760		0	4,760	4,760
8 Parts from CNI yard	1.00	LS	551	551	0		0	551	551
9 Pipe Installation	97.00	MH	0	0	0		42.00	4,074	4,074
10 Pickup	1.00	WK	0	0	220.00		0	220	220
subtotal			21,771	21,771	5,958		5,053	32,781	32,781
sales tax/payroll tax/infinges/work comp			1,306	1,306	0		39%	1,970	3,277
subtotal			23,077	23,077	5,958		7,023	36,058	36,058
Subcontractor overhead and profit			0	0	w/above		0%	0	0
Prime Contractor overhead and profit			3,266	3,266	5%		15%	1,053	4,617
subtotal			26,343	26,343	6,256		8,076	40,675	40,675
							Liability Insurance	216	216
							subtotal	40,892	40,892
							Bond 1.25%	511	511
							TOTAL	41,403	41,403

CNI - APPROVED: *[Signature]* DATE: 7-5-12

ENG - APPROVED: *[Signature]* DATE: 7-5-12



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 216

CPR Date: 2012-03-23

Date Sent to Contractor: 2012-03-23

Date Rec'd from Contractor: 7/12/12

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s):

Per attached quotes and sketch, please install piping and appurtenances as shown and extend exhaust piping further out the Cupola wall as discussed with Dan Harmon. Work will be done on a T & M basis. Please schedule this at the same time as other CPR work of C. O. No. 10.

HDR: [Signature] Date: 7/15/12

TO: HDR Engineering, Inc.

Proposal: _____

Cost: \$6,977.00 Credit: _____

(A time extension is not required for this modification unless otherwise detailed and justified:)

Contractor: Signed PCO No. 210 Date: _____

TO: Dave Shults: City of Coeur d'Alene Capital Program Manager

Accepted/Not Accepted [Signature] / HDR Date: 7/24/12

Accepted/Not Accepted _____ / Owner Date _____



Change Proposal Request No. 216 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by Engineer CM/Contractor Date: 03/23/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Per attached quotes and sketch, please install piping and appurtenances as shown and extend exhaust piping further out the Cupola wall as discussed with Dan Harmon. Work will be done on a T & M basis. Please schedule this at the same time as other CPR work of C. O. No. 10.

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

\$6,977.00

HDR Recommendation:

- Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc. _____

Date _____

Owner's Action:

- Accepted Not Accepted

General Contractor _____

By: Owner _____

Date _____

Date _____

See attached Signed PCO.

PROJECT: CDA WWTP Phase 5B
 Job# 742
 PCO # 210
 DCL # 512

PROJECT OR CHANGE DESCRIPTION:
 Install new SS pipe at the digester
 cupola for foam suppression upgrades

ITEM	QTY	UNIT	MATERIAL \$/UNIT	MATERIAL AMOUNT	EQUIP / SUBS \$/UNIT	EQUIP / SUBS AMOUNT	LABOR \$/UNIT	LABOR AMOUNT	TOTALS
PROJECT MANAGEMENT	6.00	MH	0	0			61.16	367	367
PROJECT SUPERINTENDENT	12.00	MH	0	0			57.56	691	691
PROJECT ADMINISTRATOR	5.00	MH	0	0			25.18	126	126
PROJECT COORDINATOR	5.00	MH	0	0			43.17	216	216
1 Paramount Supply - SS fittings	1.00	LS		23				0	23
2 Ace Hardware -	1.00	LS		7				0	7
Cenex Fuel	29.60	GALS	3.68	109				0	109
3 Paramount Supply - SS fittings	1.00	LS		48				0	48
4 HD Fowler - pipe, NBG's	1.00	LS		2,964				0	2,964
Pipe Installation	12.00	MH		0			42.00	504	504
subtotal				3,151				1,903	5,054
sales tax/payroll tax/fringes/work comp			6%	189			39%	742	931
subtotal								0	0
Subcontractor overhead and profit			0%	3,340	w/above		0%	2,646	5,986
Prime Contractor overhead and profit			15% - tax	473	5%		15%	397	869
subtotal				3,812				3,043	6,855
							Liability Insurance	36	36
CNI - APPROVED: <i>[Signature]</i>							subtotal	6,891	6,891
							Bond 1.25%	86	86
ENG - APPROVED: <i>[Signature]</i>							TOTAL	6,977	6,977

per telecon w/ *[Signature]* M.C. Corwick
 DATE: 7-22-12

DATE: 7/12



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 217

CPR Date: 2012-03-23

Date Sent to Contractor: 2012-03-23

Date Rec'd from Contractor: 7/17/12

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s):

Per attached quotes, email trail and Sketch A, please install hydronic reheat coil as shown on the attached drawing mark-ups and modified by Sketch A. Please perform work on a Time and Material basis. Please schedule this at the same time as other CPR work of C. O. No. 11.

HDR: Tom Hanou

Date: March 23, 2012

TO: HDR Engineering, Inc.

Proposal: _____

Cost: \$6,317 Credit: _____

(A time extension is not required for this modification unless otherwise detailed and justified:)

Contractor: See PCO 208 Date: _____

TO: Dave Shults, City of Coeur d'Alene Capital Program Manager

Accepted/Not Accepted  / HDR

Date: 7/17/12

Accepted/Not Accepted _____ / Owner Date _____



Change Proposal Request No. 217 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by Engineer CM/Contractor Date: 03/23/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Per attached quotes, email trail and Sketch A, please install hydronic reheat coil as shown and modified by Sketch A. Work will be done on a T & M basis. Please schedule this at the same time as other CPR work of C. O. No. 11.

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 0 calendar days.

This change will: Add Deduct Not Change

\$6,317.00

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

By: HDR Engineering, Inc. _____

Date _____

Owner's Action:

Accepted Not Accepted

General Contractor _____

By: Owner _____

Date _____

Date _____

See attached signed PCO.

PROJECT: CDA WWTP Phase 5B
Job# 742
PCO # 208
DCL # 510

PROJECT OR CHANGE DESCRIPTION:
Admin HVAC Corrections

ITEM	QTY	UNIT	\$/UNIT	MATERIAL AMOUNT	EQUIP / SUBS \$/UNIT	AMOUNT	LABOR \$/UNIT	AMOUNT	TOTALS
PROJECT MANAGEMENT	2.00	MH		0			61.16	122	122
PROJECT SUPERINTENDENT	1.00	MH		0			57.56	58	58
PROJECT ADMINISTRATOR	1.00	MH		0			25.18	25	25
PROJECT COORDINATOR	1.00	MH		0			43.17	43	43
Air Tech Mechanical per attached quote				0		5,530			5,530
subtotal				0		5,530		248	5,779
sales tax/payroll tax/fringes/work comp			6%	0		0	39%	97	97
subtotal				0		5,530		0	5,530
Subcontractor overhead and profit			0%	0	w/above	0	0%	345	5,875
Prime Contractor overhead and profit			15% - tax	0	5%	277	15%	52	328
subtotal				0		5,807		397	6,204
Liability Insurance 35									
subtotal 6,239									
Bond 1.25% 78									
TOTAL 6,317									

CNI - APPROVED:  DATE: 7-17-12

ENG - APPROVED: _____ DATE: _____



CHANGE PROPOSAL REQUEST
(Not a Change Order)

HDR ENGINEERING, INC.

Project: Phase 5B Solids Processing Improvements
City of Coeur d'Alene Wastewater Department

CPR No.: 218A

CPR Date: 2012-06-23

Date Sent to Contractor: 2012-06-23

Date Rec'd from Contractor: 7/17/12

TO: Contractors Northwest, Inc. (CNI)

Please furnish your proposal for executing the following changes(s):

Due to existing fans not having enough flow and push, please provide Inline Centrifugal fans to replace existing. Please give fans that were removed to City personnel. Please perform work on a Time and Materials basis, not to exceed quoted price. Please schedule this at the same time as other CPR work of C. O. No. 11.

HDR: Tom Hanou

Date: March 26, 2012

TO: HDR Engineering, Inc.

Proposal: _____

Cost: 14,471.00 Credit: _____

(A time extension is not required for this modification unless otherwise detailed and justified:)

Contractor: _____

Date: _____

TO: Dave Shults, City of Coeur d'Alene Capital Program Manager

Accepted/Not Accepted [Signature] / HDR

Date: 7/27/12

Accepted/Not Accepted _____ / Owner

Date _____



Change Proposal Request No. 218.1 (Not a Change Order)

Project Name:
CDA Phase 5B Solids Processing Improvements

Project Owner:
City of Coeur d'Alene

HDR Project No:
000000000134317

Owner's Project No. (If applicable):

Contractor:
Contractors Northwest, Inc.

Regulatory Agency Project No. (If applicable):
WW1008

Initiated by [] Engineer [] CM/Contractor Date: 03/23/2012

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of Proposed Change:

Per attached AirTech quotes, email trail and plan sheets, please install cabinet filters and freeze stats as shown and agreed upon Work will be done on a T & M basis. Please schedule this at the same time as other CPR work of C. O. No. 11.

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

[] Increased [] Decreased [] Unchanged

by 0 calendar days.

This change will: [] Add [] Deduct [] Not Change

\$14,781.00

HDR Recommendation:

[] Recommend Acceptance
[] Do Not Recommend Acceptance

By: HDR Engineering, Inc. _____

Date _____

Owner's Action:

[] Accepted [] Not Accepted

General Contractor _____

By: Owner _____

Date _____

Date _____

See attached Signed PCO

PROJECT: CDA WWTP Phase 5B

Job# 742
 PCO # 209
 DCL # 511

PROJECT OR CHANGE DESCRIPTION:

Correct Freezing Coils at the Bio Gas
 Digester Cupola, and Sludge pump
 House Buildings

ITEM	QTY	UNIT	MATERIAL \$/UNIT	EQUIP / SUBS \$/UNIT	LABOR \$/UNIT	TOTALS
PROJECT MANAGEMENT	4.00	MH	0	0	61.16	245
PROJECT SUPERINTENDENT	2.00	MH	0	0	57.56	115
PROJECT ADMINISTRATOR	2.00	MH	0	0	25.18	50
PROJECT COORDINATOR	2.00	MH	0	0	43.17	86
Air Tech Mechanical per attached quote	1.00	LS	0	13068.85	0	13,069
subtotal			0	13,069	486	13,565
sales tax/payroll tax/fringes/work comp			6%	0	39%	194
subtotal			0	13,069	690	13,759
Subcontractor overhead and profit			0%	0	0%	0
Prime Contractor overhead and profit			15% - tax	653	15%	104
subtotal			0	13,722	794	14,516
					Liability Insurance	83
CNI - APPROVED: <i>[Signature]</i>					subtotal	14,598
DATE: 7-17-12					Bond 1.25%	182
ENG - APPROVED: <i>[Signature]</i>					TOTAL	14,781
DATE: 7/17/12						



CHANGE ORDER NO. 11

OWNER: City of Coeur d'Alene, ID

DATE: August 2, 2012

CONTRACTOR: Contractors Northwest, Inc.

HDR PROJECT NO.: 134317

PROJECT: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements

CONTRACT DATE: January 19, 2010

Revised CONTRACT PERIOD: March 8, 2012 to August 2, 2012

It is agreed to modify the Contract referred to above as follows:

Provide all materials, labor and equipment necessary for the work outlined in the 5 CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

CPR	Description	Time Extension (Calendar Days)	Cost
214	Solids Building 4-PSC/PSL pipe removal and replacement	0	\$19,071.00
215	4-PSC/PSL line addition and installation	146	\$41,403.00
216	Modify Pressure Relief for Foam Suppression	0	\$6,977.00
217	Admin Building Reheat Coil above Room 201	0	\$6,317.00
218	Install Filter Cabinet and Freeze Stats in Biogas Building, Digester No. 5 Cupola and the Sludge Pump House.	0	\$14,781.00
Change Proposal Requests Total Amount		146	\$88,549.00

CHANGE ORDER SUMMARY

Contract Price:

Contract Price prior to this Change Order	\$11,368,206.00
Net Increase/Decrease of this Change Order	\$88,549.00
Revised Contract Price with all Approved Change Orders	\$11,456,755.00

Contract Time:

	Substantial Completion of <u>Bid Item Nos. 2 and 3</u>	Substantial Completion of <u>All Work</u>	Final Completion of <u>All Work</u>
Contract Time Prior to this Change Order	410 Calendar Days	626 Calendar Days	666 Calendar Days
Net increase of this Change Order	0	146 Calendar Days	146 Calendar Days
Revised Contract Time With All Approved Change Orders	410 Calendar Days	772 Calendar Days	812 Calendar Days

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled,

pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: _____ Date: _____

Approved for HDR Engineering, Inc. By: Dong An _____ Date: August 2, 2012

Approved for Owner By: _____ Date: _____

Distribution: Owner, Contractor, Office, Field, File.

**CITY COUNCIL
STAFF REPORT**

August 21, 2012

From: Doug Eastwood, Parks Director

RE: 2012 McEuen Construction Project

Decision Point: Award contract to ACI Northwest, Inc. in the amount of \$1,166,729.50 for the 2012 McEuen Park Construction Project. Construction/bid documents prepared and reviewed by Team McEuen as per contract.

History: The McEuen Park project has been discussed as early as 1997 when the City implemented an Urban Renewal District. McEuen Park was included in that district to potentially receive funding for improvements. The Hyett-Palma Report, the Walker-Macy Study and the review by the committee of nine also identified McEuen Park as a site for improvements. In 2010 the McEuen Park steering committee recommended hiring the three firm partnership known as Team McEuen to complete a final concept for the project. In May of 2011 the City Council approved the concept and in March of 2012 the City Council approved a revised concept to include leaving the boat launch and adopted the budget for the project. Also in March of 2012 the City Council awarded a contract to Team McEuen to produce the construction and bid documents for the project.

Financial Analysis: The 2012 Construction Project scope of services will include a percentage of the Mass Grading, Park Development, Parking Structure (earthwork), moving 30,000 c.y. of soil, and constructing East Parking Lot. The engineer's estimate for the 2012 project is \$1,560,000. The low responsive bidder was \$1,166,729.50. Included in the bid are items that required changes in the plan that were not anticipated such as the 8th Street Storm Sewer, paving of the city vehicle lot bringing that lot into compliance with city code, expanding the dumpster enclosure to accommodate both trash and cardboard bins, extending the Centennial Trail around the parking lot rather than through the parking lot, adding fiber optics across the park for future anticipated uses, adding boat trailer parking north of the boat launch and an odor control facility at the interceptor manhole. Attached is a summary of bids and the scope of work costs for the project.

Performance Analysis: The 2012 construction project will close part of the larger 4th Street Parking Lot and at the same time will complete the parking lot on the east side of the park. A connector trail will be constructed from the newly completed parking lot to the west side of the park and to the temporary parking and to the seawall boat launch area. Approximately 30,000 c.y. of material will be hauled from the closed section of the 4th Street Parking lot to the east side of the park for the new parking lot and connector trail. Additionally the project will pave the gravel parking area where the city vehicles are located bringing this area into compliance with paving requirements.

Decision Point; Award a contract to ACI Northwest, Inc. in the amount of \$1,166,729.50 for the scope of work identified in the 2012 Construction Project for McEuen Park. Staff recommends the contract award.

The City opened four bids on the 2012 McEuen Park Project on August 14. Following is the Bid Summary:

CONTRACTOR	BASE BID
ACI NORTHWEST, INC.	\$1,166,729.50
MDM CONSTRUCTION	\$1,457,260.90
KNIFE RIVER, INC.	\$1,483,256.75
S & L UNDERGROUND	\$1,648,546.75

The Engineers estimate for the scope of work on this project was \$1,560,000.00. ACI was determined to be the lowest responsive and responsible bidder and Staff recommends the Council award the project to ACI.

Team McEuen completed an analysis of the bid results and determined that ACI's bid was lower than the Engineer's estimate primarily due to ACI's lower cost in earthwork, electrical systems and lighting, and landscaping.

There are several items in the 2012 McEuen Park Project that were not originally included in the McEuen Park Scope of work, but were added because they were discovered during the design process and had to be added, or were logical additions to the project. Following is a summary of these additions:

Item	Cost	Reason
8 th Street Storm Sewer	\$26,200	Parking lot configuration required changes to existing system
City Fleet Vehicle Parking	\$73,000	City lot was not planned to be paved and landscaped. Leaving the lot gravel and re-constructing it later would likely create a code issue and additional cost
Dumpster	\$15,650	Provides screening of dumpsters.
Longer Centennial Trail	\$60,000	The C-Trail length increased by +/- 350 because it had to leave McEuen south of Young Ave. instead of South of City hall due to City Fleet Vehicle lot and grade changes.
Fiber Optic Raceways	\$24,000	The City desired fiber optic raceways for future communication and control.
Boat Trailer Parking	\$20,000	The parking lot had to get larger to accommodate the boat trailer parking.
Odor Control Facility	\$6,000	Existing sewer interceptor manhole generates sewer odors. Wastewater desired an odor control facility to mitigate odors. Wastewater Department plans to fund this work.

TOTAL \$224,850

The following table summarizes the McEuen Project Construction budget previously presented to the Council, ACI Construction's bid and the project budget remaining for the 2013 McEuen

Project. Team McEuen is designing the remaining park facilities to fit within the available budget. A 60% plan review and budget update will be presented the Council at the end of September 2012.

March 6, 2012 Council Presentation McEuen Project Construction Budget		ACI Construction Bid for McEuen 2012 Project	Budget Available for McEuen 2013
Mass Grading	\$1,393,270	\$545,862	\$847,409
Park Development	\$2,194,780	\$212,931	\$1,981,849
Front Ave. & Promenade	\$1,072,550	\$0	\$1,072,550
Parking Structure	\$7,305,405	\$188,160	\$7,117,245
East Parking Lot	\$323,950	\$219,777	\$104,173
Construction Cost TOTAL	\$12,289,955	\$1,166,730	\$11,123,226

August 15, 2012

Ms. Sandi Bloem, Mayor
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

Re: 2012 McEuen Construction Project

Dear Mayor Bloem and City Council:

Enclosed please find the bid tabulation and review checklist which were received at City Hall for the 2012 McEuen Construction Project. We have reviewed the bid packages received and they all seem to be responsive.

Welch Comer & Associates recommends this contract to the apparent low bidder, ACI Northwest, Inc., in the amount of \$1,166,729.50. Should the City concur with our recommendation, we recommend the City immediately begin processing contracts with the Successful Bidder. Please note that due to the short time frame associated with this project, the Successful Bidder must be reminded to file their SWPPP Notice of Intent immediately after receiving their Notice of Award.

If you would like to further discuss this issue, you may contact me directly.

Sincerely,



Philip F. Boyd, P.E.
President / Principal Engineer

PFB/spm
Enclosures

BID REVIEW CHECKLIST PRIOR TO RECOMMENDATION

OWNER: CITY OF COEUR D'ALENE

PROJECT: 2012 MCEUEN CONSTRUCTION PROJECT

Open Date: AUGUST 14, 2012 AT 2:00 PM

Bid Review Performed By: Sharie MacDonald, Sr. Proj. Admin.
Welch Comer Engineers

CONTRACTOR	ACI NORTHWEST, INC.	MDM CONSTRUCTION	KNIFE RIVER, INC.	S & L UNDERGROUND
BID AMOUNT (Basis of Bid Award)	\$ 1,166,729.50	\$ 1,457,260.90	\$ 1,483,256.75	\$ 1,648,546.75
PUBLIC WORKS LICENSE NO.	12948-U-1-2-3	16328-U-1-2-3	15564-U-1-2-3	14825-AAA-1-2-3
License Limit (See List)	Over \$5,000,000	Over \$5,000,000	Over \$5,000,000	\$5,000,000
License Confirmed with the License Board at www.dbs.idaho.gov	Confirmed Valid and Active with PW Board Expires 7-31-13	Valid and Active Expires 5-31-13	Valid and Active Expires 1-31-13	Valid and Active Expires 12-31-12
BID PACKAGE				
Are all forms filled out completely and correctly?				
ADDENDA ACKNOWLEDGEMENT FORM	YES	YES	YES	YES
BID PROPOSAL FORM	YES	YES	YES	YES
BID SCHEDULE	YES	YES	YES	YES
FORM OF BID SECURITY	BID BOND	BID BOND	AIA BID BOND	BID BOND
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	Berkley Regional Insurance Company	Berkley Regional Insurance Company	Liberty Mutual Insurance Company	Berkley Regional Insurance Company
LIST OF SUBCONTRACTORS	YES	YES	YES	YES
PLUMBING	---	RL Jacobs PW#12056-B-4	RL Jacobs PW#12056-B-4	---
HVAC/BOILER	---	---	---	---
ELECTRICAL	Thorco, Inc. PW#10130-AAA-1-2-3	Thorco, Inc. PW#10130-AAA-1-2-3	Thorco, Inc. PW#10130-AAA-1-2-3	Thorco, Inc. PW#10130-AAA-1-2-3
OTHER: Paving	---	Interstate PW#12090-U-1-2-3	---	---
OTHER: Landscaping/Irrigation	---	Clearwater Summit PW#10022-A-4	---	---
OTHER: Control Bldg/Refuse	---	TML Const PW#14401-U-1-3	---	---
OTHER: Concrete	---	Five Star Concrete PW#16732	---	---
NON-COLLUSION AFFIDAVIT	YES	YES	YES	YES
CONTRACTOR FOR PW TO PAY ALL TAXES	YES	YES	YES	YES
AFFIDAVIT OF PAYMENT OF ALL TAXES	YES	YES	YES	YES
List other requirements:				

**CITY OF COEUR D'ALENE
2012 MCEUEN CONSTRUCTION PROJECT
BID TABULATION
Bid Opening: AUGUST 14, 2012 AT 2:00 PM**

Pay Item	Description	Pay Unit	Estimated Quantity	Engineer's Estimate		ACI NORTHWEST, INC.		MDM CONSTRUCTION		KNIFE RIVER, INC.		S & L UNDERGROUND	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
01 5050.01	Mobilization	LS	1	\$ 70,000	\$ 70,000	\$ 110,000.00	\$ 110,000.00	\$ 150,000.00	\$ 150,000.00	\$ 170,300.00	\$ 170,300.00	\$ 160,000.00	\$ 160,000.00
01 5500.02	Traffic Control	LS	1	\$ 1,200	\$ 1,200	\$ 8,500.00	\$ 8,500.00	\$ 25,000.00	\$ 25,000.00	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00
01 5500.07	Construction Fencing	LS	1	\$ 20,000	\$ 20,000	\$ 5,000.00	\$ 5,000.00	\$ 17,500.00	\$ 17,500.00	\$ 10,500.00	\$ 10,500.00	\$ 12,000.00	\$ 12,000.00
01 5713.01	Erosion and Sediment Control A	LS	1	\$ 10,000	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 14,000.00	\$ 14,000.00	\$ 30,000.00	\$ 30,000.00
01 5713.02	Erosion and Sediment Control B	WK	32	\$ 150	\$ 4,800	\$ 180.00	\$ 5,760.00	\$ 700.00	\$ 22,400.00	\$ 775.00	\$ 24,800.00	\$ 800.00	\$ 25,600.00
01 5713.03	Temporary Slope Stabilization	AC	2.2	\$ 4,000	\$ 8,800	\$ 900.00	\$ 1,980.00	\$ 2,100.00	\$ 4,620.00	\$ 2,100.00	\$ 4,620.00	\$ 4,000.00	\$ 8,800.00
01 5813.01	Permanent Signing	LS	1	\$ 1,200	\$ 1,200	\$ 4,000.00	\$ 4,000.00	\$ 4,750.00	\$ 4,750.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
02 4100.01	Removal of Miscellaneous Items	EA	5	\$ 250	\$ 1,250	\$ 1,230.00	\$ 6,150.00	\$ 300.00	\$ 1,500.00	\$ 1,050.00	\$ 5,250.00	\$ 400.00	\$ 2,000.00
02 4100.03	Remove Existing Sidewalk (Plan Quantity)	SY	120	\$ 6	\$ 660	\$ 3.40	\$ 408.00	\$ 8.20	\$ 984.00	\$ 8.25	\$ 990.00	\$ 10.00	\$ 1,200.00
02 4100.05	Remove Existing Curb & Gutter (Plan Quantity)	LF	800	\$ 2	\$ 1,760	\$ 2.00	\$ 1,600.00	\$ 3.35	\$ 2,680.00	\$ 3.50	\$ 2,800.00	\$ 4.00	\$ 3,200.00
02 4100.07	Remove Existing Drainage/Sanitary Structure	EA	8	\$ 275	\$ 2,200	\$ 260.00	\$ 2,080.00	\$ 325.00	\$ 2,600.00	\$ 925.00	\$ 7,400.00	\$ 500.00	\$ 4,000.00
02 4100.09	Remove Existing Asphalt (Plan Quantity)	SY	16440	\$ 2	\$ 32,880	\$ 2.50	\$ 41,100.00	\$ 1.35	\$ 22,194.00	\$ 3.00	\$ 49,320.00	\$ 2.00	\$ 32,880.00
02 4100.13	Remove Existing Trees	LS	1	\$ 3,000	\$ 3,000	\$ 10,000.00	\$ 10,000.00	\$ 15,400.00	\$ 15,400.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00
02 4100.15	Remove Existing Fence	LF	180	\$ 2	\$ 360	\$ 7.75	\$ 1,395.00	\$ 5.25	\$ 945.00	\$ 12.00	\$ 2,160.00	\$ 8.00	\$ 1,440.00
02 4100.23	Remove Existing Baseball/Softball Facilities	LS	1	\$ 12,000	\$ 12,000	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00
02 4100.24	Remove Existing Building Facilities	LS	1	\$ 20,000	\$ 20,000	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 15,000.00	\$ 15,000.00
03 3000.01	Cast-in-Place Concrete Complete - East Parking Lot Stairs	LS	1	\$ 13,900	\$ 13,900	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
04 2000.01	Refuse Enclosure	LS	1	\$ 10,500	\$ 10,500	\$ 12,250.00	\$ 12,250.00	\$ 25,000.00	\$ 25,000.00	\$ 19,000.00	\$ 19,000.00	\$ 18,000.00	\$ 18,000.00
05 5000.01	Metal Fabrications	LS	1	\$ 1,272	\$ 1,272	\$ 4,800.00	\$ 4,800.00	\$ 4,600.00	\$ 4,600.00	\$ 3,500.00	\$ 3,500.00	\$ 28,000.00	\$ 28,000.00
06 1010.03	Control Building	LS	1	\$ 19,400	\$ 19,400	\$ 28,700.00	\$ 28,700.00	\$ 65,000.00	\$ 65,000.00	\$ 58,500.00	\$ 58,500.00	\$ 60,000.00	\$ 60,000.00
11 8300.01	Refuse Enclosure Gate	LS	1	\$ 2,400	\$ 2,400	\$ 3,400.00	\$ 3,400.00	\$ 3,570.00	\$ 3,570.00	\$ 6,300.00	\$ 6,300.00	\$ 5,000.00	\$ 5,000.00
26 0501.01	Minor Electrical Demolition	LS	1	\$ 5,000	\$ 5,000	\$ 2,300.00	\$ 2,300.00	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00	\$ 4,000.00	\$ 4,000.00
26 0519.01	Electrical Conductors and Cables	LS	1	\$ 10,100	\$ 10,100	\$ 6,200.00	\$ 6,200.00	\$ 10,000.00	\$ 10,000.00	\$ 6,200.00	\$ 6,200.00	\$ 10,000.00	\$ 10,000.00
26 0534.01	Conduit	LS	1	\$ 98,300	\$ 98,300	\$ 82,500.00	\$ 82,500.00	\$ 75,000.00	\$ 75,000.00	\$ 68,000.00	\$ 68,000.00	\$ 90,000.00	\$ 90,000.00
26 2416.01	Panelboards	LS	1	\$ 10,900	\$ 10,900	\$ 3,425.00	\$ 3,425.00	\$ 7,500.00	\$ 7,500.00	\$ 3,100.00	\$ 3,100.00	\$ 8,000.00	\$ 8,000.00
26 2726.01	Wiring Devices	LS	1	\$ 2,100	\$ 2,100	\$ 200.00	\$ 200.00	\$ 8,750.00	\$ 8,750.00	\$ 210.00	\$ 210.00	\$ 2,000.00	\$ 2,000.00
26 5100.01	Interior Luminaires	LS	1	\$ 1,800	\$ 1,800	\$ 940.00	\$ 940.00	\$ 1,500.00	\$ 1,500.00	\$ 920.00	\$ 920.00	\$ 2,000.00	\$ 2,000.00
26 5600.01	Exterior Lighting	LS	1	\$ 151,000	\$ 151,000	\$ 118,000.00	\$ 118,000.00	\$ 115,000.00	\$ 115,000.00	\$ 110,000.00	\$ 110,000.00	\$ 115,000.00	\$ 115,000.00
31 1000.01	Clearing & Grubbing	LS	1	\$ 40,000	\$ 40,000	\$ 35,000.00	\$ 35,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00
31 2100.01	Finished Grading	LS	1	\$ 3,903	\$ 3,903	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00	\$ 65,000.00	\$ 65,000.00	\$ 25,000.00	\$ 25,000.00
31 2316.03	Excavation & Embankment	CY	31000	\$ 12	\$ 372,000	\$ 3.50	\$ 108,500.00	\$ 3.35	\$ 103,850.00	\$ 3.00	\$ 93,000.00	\$ 8.00	\$ 248,000.00
31 2316.04	Miscellaneous Excavation & Embankment	CY	500	\$ 12	\$ 6,000	\$ 4.50	\$ 2,250.00	\$ 7.50	\$ 3,750.00	\$ 9.50	\$ 4,750.00	\$ 8.00	\$ 4,000.00
31 2316.05	Misc. Fine Grading	SY	3000	\$ 2	\$ 4,500	\$ 2.50	\$ 7,500.00	\$ 2.75	\$ 8,250.00	\$ 2.35	\$ 7,050.00	\$ 4.00	\$ 12,000.00
31 2316.06	Misc. Rough Grading	CY	500	\$ 6	\$ 3,000	\$ 5.00	\$ 2,500.00	\$ 7.75	\$ 3,875.00	\$ 6.25	\$ 3,125.00	\$ 2.00	\$ 1,000.00
31 2316.07	Soft Spot Repair	CY	100	\$ 13	\$ 1,300	\$ 16.00	\$ 1,600.00	\$ 28.60	\$ 2,860.00	\$ 26.00	\$ 2,600.00	\$ 25.00	\$ 2,500.00
31 2316.08	Unsuitable Excavation & Haul Off	CY	500	\$ 12	\$ 6,000	\$ 5.00	\$ 2,500.00	\$ 28.60	\$ 14,300.00	\$ 25.00	\$ 12,500.00	\$ 10.00	\$ 5,000.00
31 2316.09	Exploratory Excavation & Backfill	HR	20	\$ 160	\$ 3,200	\$ 115.00	\$ 2,300.00	\$ 185.00	\$ 3,700.00	\$ 441.00	\$ 8,820.00	\$ 200.00	\$ 4,000.00
31 2316.26.01	Rock Removal	CY	100	\$ 75	\$ 7,500	\$ 65.00	\$ 6,500.00	\$ 52.00	\$ 5,200.00	\$ 24.00	\$ 2,400.00	\$ 75.00	\$ 7,500.00
32 1123.02	Type A3: 3/4" Minus Crushed Aggregate	TON	3640	\$ 15	\$ 54,600	\$ 13.00	\$ 47,320.00	\$ 23.00	\$ 83,720.00	\$ 23.00	\$ 83,720.00	\$ 20.00	\$ 72,800.00
32 1123.04	Rip Rap	CY	45	\$ 125	\$ 5,625	\$ 45.00	\$ 2,025.00	\$ 42.25	\$ 1,901.25	\$ 60.00	\$ 2,700.00	\$ 60.00	\$ 2,700.00
32 1216.03	Superpave HMA Class SP2, 1/2" (Plan Quantity)	SY	10140	\$ 10	\$ 96,330	\$ 10.25	\$ 103,935.00	\$ 12.35	\$ 125,229.00	\$ 11.50	\$ 116,610.00	\$ 12.00	\$ 121,680.00
32 1216.11	Miscellaneous Paving	SY	200	\$ 12	\$ 2,400	\$ 18.00	\$ 3,600.00	\$ 32.25	\$ 6,450.00	\$ 13.25	\$ 2,650.00	\$ 22.00	\$ 4,400.00
32 1216.12	Seal Coat (Plan Quantity)	SY	1780	\$ 1	\$ 2,314	\$ 1.70	\$ 3,026.00	\$ 1.50	\$ 2,670.00	\$ 3.00	\$ 5,340.00	\$ 2.00	\$ 3,560.00
32 1216.13	Magnesium Chloride Treatment	SY	1000	\$ 1	\$ 500	\$ 0.90	\$ 900.00	\$ 0.90	\$ 900.00	\$ 1.50	\$ 1,500.00	\$ 1.20	\$ 1,200.00
32 1313.01	Concrete Sidewalk (Plan Quantity)	SY	897	\$ 30	\$ 26,910	\$ 35.00	\$ 31,395.00	\$ 45.50	\$ 40,813.50	\$ 38.00	\$ 34,086.00	\$ 25.00	\$ 22,425.00
32 1313.04	Pedestrian Ramp	EA	13	\$ 1,000	\$ 13,000	\$ 1,150.00	\$ 14,950.00	\$ 1,350.00	\$ 17,550.00	\$ 1,200.00	\$ 15,600.00	\$ 1,450.00	\$ 18,850.00
32 1313.08	Urban Approach	EA	2	\$ 2,500	\$ 5,000	\$ 2,820.00	\$ 5,640.00	\$ 4,100.00	\$ 8,200.00	\$ 2,900.00	\$ 5,800.00	\$ 4,000.00	\$ 8,000.00
32 1313.10	Standard Curb (Plan Quantity)	LF	3174	\$ 10	\$ 30,153	\$ 15.00	\$ 47,610.00	\$ 15.35	\$ 48,720.90	\$ 17.00	\$ 53,958.00	\$ 16.00	\$ 50,784.00
32 1723.13.01	Paint Line 4" (Plan Quantity)	LF	4480	\$ 0	\$ 1,120	\$ 0.70	\$ 3,136.00	\$ 0.45	\$ 2,016.00	\$ 0.40	\$ 1,792.00	\$ 1.00	\$ 4,480.00
32 1723.13.02	Paint Line 8" (Plan Quantity)	LF	65	\$ 1	\$ 42	\$ 1.30	\$ 84.50	\$ 0.85	\$ 55.25	\$ 0.75	\$ 48.75	\$ 2.75	\$ 178.75
32 1723.13.13	Special Pavement Marking	SF	100	\$ 2	\$ 220	\$ 3.50	\$ 350.00	\$ 3.50	\$ 350.00	\$ 3.20	\$ 320.00	\$ 5.00	\$ 500.00
32 8400.01	Irrigation System	LS	1	\$ 34,000	\$ 34,000	\$ 42,000.00	\$ 42,000.00	\$ 45,000.00	\$ 45,000.00	\$ 42,000.00	\$ 42,000.00	\$ 50,000.00	\$ 50,000.00
32 9000.01	Tree Protection	EA	50	\$ 170	\$ 8,500	\$ 65.00	\$ 3,250.00	\$ 69.00	\$ 3,450.00	\$ 250.00	\$ 12,500.00	\$ 25.00	\$ 1,250.00
32 9200.01	Lawns/Sod	LS	1	\$ 14,124	\$ 14,124	\$ 15,500.00	\$ 15,500.00	\$ 25,000.00	\$ 25,000.00	\$ 21,500.00	\$ 21,500.00	\$ 20,000.00	\$ 20,000.00
32 9210.01	Seeding	LS	1	\$ 2,961	\$ 2,961	\$ 6,800.00	\$ 6,800.00	\$ 7,500.00	\$ 7,500.00	\$ 6,200.00	\$ 6,200.00	\$ 10,000.00	\$ 10,000.00
32 9300.01	Landscape Plantings	LS	1	\$ 45,195	\$ 45,195	\$ 31,000.00	\$ 31,000.00	\$ 35,000.00	\$ 35,000.00	\$ 33,000.00	\$ 33,000.00	\$ 40,000.00	\$ 40,000.00
33 0110.01	Adjust Existing Utility to Grade	EA	2	\$ 120	\$ 240	\$ 360.00	\$ 720.00	\$ 480.00	\$ 960.00	\$ 365.00	\$ 730.00	\$ 1,800.00	\$ 3,600.00
33 0513.02	Odor Control Facility	LS	1	\$ 12,000	\$ 12,000	\$ 6,000.00	\$ 6,000.00	\$ 10,600.00	\$ 10,600.00	\$ 8,700.00	\$ 8,700.00	\$ 25,000.00	\$ 25,000.00
33 1116.09	8-inch AWWA C900 DR-18 Water Line Installation	LF	500	\$ 36	\$ 18,000	\$ 26.00	\$ 13,000.00	\$ 35.00	\$ 17,500.00	\$ 30.50	\$ 15,250.00	\$ 45.00	\$ 22,500.00

Pay Item	Description	Pay Unit	Estimated Quantity	Engineer's Estimate		ACI NORTHWEST, INC.		MDM CONSTRUCTION		KNIFE RIVER, INC.		S & L UNDERGROUND	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
33 1116.32	8-inch AWWA C515 Resilient-Seated Gate Valve	EA	1	\$ 1,500	\$ 1,500	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,150.00	\$ 2,150.00	\$ 1,500.00	\$ 1,500.00
33 1116.35	Water Service Reconnection	EA	2	\$ 1,500	\$ 3,000	\$ 1,500.00	\$ 3,000.00	\$ 1,100.00	\$ 2,200.00	\$ 2,250.00	\$ 4,500.00	\$ 1,200.00	\$ 2,400.00
33 1116.36	1-inch Poly Water Service	LF	135	\$ 18	\$ 2,430	\$ 10.00	\$ 1,350.00	\$ 15.00	\$ 2,025.00	\$ 13.00	\$ 1,755.00	\$ 25.00	\$ 3,375.00
33 1116.37	Fire Hydrant Assmebly	EA	2	\$ 4,800	\$ 9,600	\$ 4,000.00	\$ 8,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,700.00	\$ 9,400.00
33 1116.38	2-inch Poly Water Service	LF	260	\$ 21	\$ 5,460	\$ 15.00	\$ 3,900.00	\$ 12.00	\$ 3,120.00	\$ 13.50	\$ 3,510.00	\$ 30.00	\$ 7,800.00
33 1116.45	Tie-in to Existing 6-inch Water Line	EA	1	\$ 950	\$ 950	\$ 2,500.00	\$ 2,500.00	\$ 325.00	\$ 325.00	\$ 525.00	\$ 525.00	\$ 1,200.00	\$ 1,200.00
33 1116.51	12-inch Potable Water Line Casing	LF	20	\$ 38	\$ 760	\$ 40.00	\$ 800.00	\$ 34.40	\$ 688.00	\$ 70.00	\$ 1,400.00	\$ 80.00	\$ 1,600.00
33 1116.105	2-inch Meter and Box	LS	1	\$ 2,200	\$ 2,200	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,750.00	\$ 2,750.00	\$ 4,500.00	\$ 4,500.00
33 4111.01	Type 1 Catch Basin	EA	10	\$ 1,100	\$ 11,000	\$ 1,300.00	\$ 13,000.00	\$ 850.00	\$ 8,500.00	\$ 2,100.00	\$ 21,000.00	\$ 1,800.00	\$ 18,000.00
33 4111.03	Drywell	EA	10	\$ 1,800	\$ 18,000	\$ 2,800.00	\$ 28,000.00	\$ 2,750.00	\$ 27,500.00	\$ 2,600.00	\$ 26,000.00	\$ 2,800.00	\$ 28,000.00
33 4111.05	Tie into Existing Storm System	EA	3	\$ 500	\$ 1,500	\$ 1,200.00	\$ 3,600.00	\$ 325.00	\$ 975.00	\$ 525.00	\$ 1,575.00	\$ 2,200.00	\$ 6,600.00
33 4111.14	12" Storm Pipe	LF	200	\$ 35	\$ 7,000	\$ 38.00	\$ 7,600.00	\$ 30.00	\$ 6,000.00	\$ 44.00	\$ 8,800.00	\$ 42.00	\$ 8,400.00
33 4111.15	18" Storm Pipe	LF	328	\$ 45	\$ 14,760	\$ 50.00	\$ 16,400.00	\$ 38.00	\$ 12,464.00	\$ 49.00	\$ 16,072.00	\$ 48.00	\$ 15,744.00
	TOTAL CONSTRUCTION COST				\$ 1,420,000		\$1,166,729.50		\$1,457,260.90		\$1,483,256.75		\$1,648,546.75
													Math Extension
													Errors

CONTRACT

THIS CONTRACT, made and entered into this 21st day of August, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **ACI NORTHWEST, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 660 N Government Way, Coeur d'Alene, ID 83815, hereinafter referred to as “**CONTRACTOR**”,

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2012 McEuen Construction Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** and **LAKE CITY DEVELOPMENT CORPORATION** (hereinafter referred to as “**LCDC**”) harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain insurance naming the **CITY** and **LCDC** as insureds in the amounts and coverages described in Exhibit “1” attached hereto. The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **One Million One Hundred Sixty-Six Thousand Seven Hundred Twenty-nine and 50/100 Dollars (\$1,166,729.50)**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City

Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be **90 calendar days**. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IN ADDITION, **CITY** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **CITY** one thousand five hundred dollars (\$1,500.00) for each calendar day work continues beyond the milestones listed in Section 01 1000 Summary, Paragraph 1.08.D of the Technical Specifications.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:
ACI NORTHWEST, INC.**

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

EXHIBIT “1”

Insurance.

(a) **CONTRACTOR** shall, at its sole cost, obtain and maintain in force for the duration of the Contract insurance of the following types, with limits not less than those set forth below, and in a form acceptable to **CITY** to insure its interest in the Project:

(i) Commercial General Liability Insurance (“**Occurrence Form**”) with a minimum combined single limit liability of \$10,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$10,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$11,000,000 and a general aggregate limit of not less than \$11,000,000, which general aggregate limit will be provided on a per project basis. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project. The policy shall be endorsed to name **CITY** and **LCDC**, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional insureds. Such endorsement shall be made upon endorsements providing coverage identical to that provided under ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04, and coverage limits identical to those provided under ISO Endorsement CG 25 03 03 97, by City’s Commercial General Liability insurer to meet the above requirements. All policies shall not be a claims-made policy.

(ii) Commercial General Liability Insurance (“**Occurrence Form**”) for all contractors and subcontractors with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis.

(iii) Workers’ Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over City’s employees, and Employer’s Liability Insurance with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. **CONTRACTOR** shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers’ Compensation Insurance or otherwise attempt to opt out of the statutory Workers’ Compensation system.

(iv) Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name **CITY** and **LCDC**, including their respective affiliates, directors, and employees, as additional insureds.

EXHIBIT “1”

(v) Property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial contract amount between **CITY** and **CONTRACTOR**, for the work necessary to construct the Project. Such property insurance shall be maintained until final payment to the **CONTRACTOR** has been made for the work necessary to construct the Project. This insurance shall include interests of **CITY**, **LCDC**, the **CONTRACTOR**, subcontractors and sub-subcontractors. The Project shall be included as "insured property" under the builder's risk policy. **CITY** and **LCDC** shall be named as an additional insured under the builder's risk policy. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for any architectural or engineering expenses required as a result of such insured loss.

(vi) Insurance against loss or damage to the Project by fire, lightning, vandalism and malicious mischief, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Idaho, to such extent as is necessary to provide for not less than full recovery whenever a loss from perils insured does not exceed 80% of the full insurable value.

(b) The following applies to insurance provided pursuant to paragraph (a) above:

(i) All insurance provided by **CONTRACTOR** under this Contract shall include a waiver of subrogation by the insurers in favor of the **CITY** and **LCDC**.

(ii) Certificates of insurance satisfactory in form to **CITY** (ACORD form or equivalent) shall be supplied to **CITY** evidencing that the insurance required above is in force, that not less than thirty (30) days' written notice will be given to **CITY** prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. **CONTRACTOR** shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Contract.

(iii) All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

(iv) The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by **CITY** or **LCDC**. **CITY'S** General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause.

**CITY COUNCIL
STAFF REPORT**

DATE: August 21, 2012
FROM: Pam MacDonald, HR Director
SUBJECT: Destruction of HR Files

DECISION POINT:

The Council is requested to decide destruction eligibility on the following files:

- All hardcopies of scanned employee personnel files for employees terminated prior to 8/1/2007
- Hardcopies of seasonal/temporary employee personnel files for employees terminated prior to 8/1/2007
- Employee grievances for employees terminated prior to 8/1/2007
- Employee Survey proposals and results from 1997
- Classification/Compensation studies prior to 2002

HISTORY:

All files requesting to be destroyed are semi-permanent with a retention period no longer than 5 years. These files have been held and in some cases scanned for more permanent filing for a period exceeding 5 years. Information found in these files can now be rendered obsolete and irrelevant.

FINANCIAL ANALYSIS:

No cost, but the destruction of paper will save the HR department's sanity.

PERFORMANCE ANALYSIS:

Continued retention of these files takes up space necessary for more current files. Efficiency can be improved by eliminating the files that are no longer necessary.

DECISION POINT/RECOMMENDATION:

Please consider these items for destruction.

**CITY COUNCIL
STAFF REPORT**

DATE: August 13, 2012
FROM: Tim Martin, Street Superintendent
SUBJECT: DECLARE SURPLUS USED EQUIPMENT

DECISION POINT:

The purpose of this report is for consent to declare a 1990 Ford F-350 vin # 1FDKF37H6LKA37059 to be deemed surplus and authorization to auction.

HISTORY:

This vehicle was used as transportation for street crews that eventually was turned into the shop welding truck. It needs major work on the motor and deemed of no value. We are replacing with a truck that was processed out of the water department.

PERFORMANCE ANALYSIS

This vehicle has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. The department will shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this vehicle surplus.

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
Municipal Services
710 Mullan Avenue
Coeur d' Alene, Idaho 83814
208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd \$ 133.32
 Rec No 618583
 Date 02-06-12
 Date to City Council: 08-21-12
 Reg No. _____
 License No. _____
 Rv _____

Petition signed - Met 42 signatures

Date that you would like to begin alcohol service 11/1/2012

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>SLATE CREEK BREWING Co.</u>
Business Mailing Address	<u>522 E. FOSTER AVE.</u>
City, State, Zip	<u>COEUR D'ALENE, IDAHO 83814</u>
Business Physical Address	<u>1710 N. 4TH ST. SUITE 115</u>
City, State, Zip	<u>COEUR D'ALENE, IDAHO 83814</u>
Business Contact	<u>JASON: 660-3988 RYAN: 818-0957</u> Business Telephone : _____ Fax: _____
License Applicant	<u>SLATE CREEK BREWING Co. LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>JASON WING</u> <u>RYAN WING</u>



**CITY COUNCIL
STAFF REPORT**

DATE: 21 August 2012
FROM: Jim Markley, Water Superintendent
SUBJECT: Request to declare a vehicle surplus

=====

DECISION POINT: Staff requests that the Council declare the 1986 Chevrolet C-70 dump truck currently in the Water Department to be surplus to the City's needs and authorize staff to dispose of it in the most cost effective manner.

HISTORY: This truck was listed for replacement in the current approved budget and a replacement vehicle was bid and purchased. The old truck was then offered to other departments in the City but its condition is such that no other department could use it. We tend to squeeze most of the value out of our vehicles before replacing them.

FINANCIAL ANALYSIS: When a vehicle has no further value to the City we will sell them and return the proceeds to the fund owning the vehicle. Normally trucks are taken to Rhineland auctioneers and sold although will sometimes use a different method of disposal when there is an alternate that will increase our return.

PERFORMANCE ISSUES: This request conforms to our standard practice.

RECOMMENDATION: Staff requests that the Council declare the 1986 Chevrolet C-70 dump truck currently in the Water Department to be surplus to the City's needs and authorize staff to dispose of it in the manner that provides the best fiscal return.

OTHER COMMITTEE MINUTES
(Requiring Council Action)

August 13, 2012
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Dan Gookin
Council Member Deanna Goodlander

STAFF PRESENT

Amy Ferguson, Executive Assistant
Tim Martin, Street Superintendent
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Captain Ron Clark, Police Department
Dave Shults, Capital Program Manager
Ted Lantzy, Sr. Building Inspector

Item 1 Residential Flag Pole Building Permit & Fees
Agenda Item

Ted Lantzy, Senior Building Inspector, and Jon Ingalls, Deputy City Administrator, on behalf of Ed Wagner, Building Services Director, discussed the current building permits and fees requirements for residential flag poles and whether they can be waived. Mr. Wagner noted in his staff report that the Building Code does not exempt a permit and/or fees for the installation of residential flag poles. Upon review of the adopted fee schedule the minimum fee for this permit would be \$72.00, which offsets the permit processing and inspection incurred costs. If the fee for the required building permit was waived, it would not be a substantial financial burden since the city does not issue that many permits for flag poles. It would, however, establish a precedent to waive fees for special interest groups and/or non-profit organizations. Fees have not been waived in the past, including for the city's own projects.

Mr. Wagner further noted in his staff report that the potential to amend the building code to exempt permits for residential flag poles will need to be reviewed to determine that it provides "at least an equivalent level of protection." This amendment could be presented to the State Building Code Board for consideration which would ensure uniform requirements throughout the state, which process may take about a year. The potential to waive fees may be doable but there are some risks there as well because fee exemptions can be viewed as undermining the integrity of a fee structure and can lead to a finding that the fee is, in fact, a disguised tax.

Mr. Ingalls said that one of the questions that came up is whether the city would require engineered drawings for flag pole installations. Mr. Lantzy said that a lot of manufacturers of flag poles have their own installation standard and that possibly residents would not be required to provide engineered drawings but would be required to use the manufacturer's standards. They have also discussed a rating standard based upon the height of the flag pole. Mr. Lantzy said that the City of Post Falls and Kootenai County also require permits. Post Falls limits their requirement to poles above 8 feet; however, the national design standard applies to any size pole.

Mr. Ingalls said that staff believes that the correct thing to do would be to permit the flag pole installation. Councilman McEvers asked who was it going to harm if the installation isn't done correctly and the flag pole falls down. Mr. Lantzy said that the damage would probably be to personal property and he has not heard of any instances of a flag pole falling over and hurting someone. Mr. Ingalls said that the issue is

that when the city adopts a code, it adopts the code that the state prescribes and by Idaho Code 49-3116, the International Building Code is the city's adopted building code and state law says that the city is not to amend it, unless the amendments reflect local concerns. Otherwise, the city takes the code as a whole and amends it only to the point that it is providing an equal or greater level of protection. If the flag poles are exempted, it may leave the city open to a concern that it has waived a code provision that does not provide equal protection.

Discussion ensued regarding what would happen if someone went ahead and put up a flag pole in his yard without obtaining a permit. Mr. Ingalls said that as the city was made aware of an unpermitted installation, they would have to ethically and appropriately answer to it. Councilman Gookin questioned how someone who orders a flag pole and follows the instructions for installation would know that he needs a permit.

Councilman Gookin asked if any of the homeowners associations around town have rules regarding flag poles? Mr. Ingalls said that he suspects that some of them do and confirmed that the city does have the authority to waive the permit fee or establish a new fee.

Councilman Goodlander said that she would be inclined to look at the issue as two-fold – possibly establishing a reduced building permit fee as a token, and then requesting that the building code officials at the state level look at exempting flag poles up to a certain height. Mr. Lantzy said that the process could take over a year and wouldn't be presented until this spring at the legislative session.

Councilman McEvers feels that the permit requirement should be exempted now, and then the city should go through the legislative process to get it exempted on a statewide level. Mr. Ingalls said that the Legal Department feels that exempting the permit would fly in the face of the spirit of the Idaho code section that says if you are going to adopt a state code, you adopt it and you don't undermine it or take pieces of it out.

MOTION by McEvers, seconded by Gookin, to amend the building code to exempt the requirement for building permits and permit fees for the installation of residential flag poles, and authorize staff to work with the state to exempt the requirement from the statewide adopted code.

DISCUSSION: Councilman Gookin asked if the change would require an ordinance. Mr. Ingalls confirmed that it would require public notice and a public hearing.

Motion carried, with Councilman Goodlander voting no.

Item 2 Declare Surplus Used Equipment Consent Calendar

Tim Martin, Street Superintendent, presented a request for council to declare a 1990 Ford F-350, vin #1FDKF37H6LKA37059 as surplus, and authorize staff to take it to auction. Mr. Martin stated in his staff report that the vehicle was used as transportation for street crews that eventually was turned into the shop welding truck. The vehicle needs major work on the motor and is deemed to be of no value. It is being replaced with a truck that was processed out of the water department. Mr. Martin further noted in his staff report that there is no cost to the taxpayers and that the auction house takes a percentage of the bid auction item.

Councilman Goodlander asked if the vehicle would be sold for scrap. Mr. Martin said that it will be taken to the Post Falls auction yard and the city will eventually receive something for it.

MOTION: Motion by Gookin, seconded by McEvers, to recommend Council declare a 1990 Ford F-350, vin #1FDKF37H6LKA37059 as surplus, and authorize staff to take it to auction. Motion carried.

**Item 3 Professional Services Contract with The Omega Group Software Company
Consent Calendar**

Captain Ron Clark of the Police Department, on behalf of Chief Wayne Longo, presented a request for council approval of a professional services contract with The Omega Group to provide software to enable the Coeur d'Alene Police Department to enhance its crime analysis unit.

Mr. Longo stated in his staff report that the City of Coeur d'Alene PD has maintained a successful crime analysis unit since 2003. In order to perform their crime analysis duties the unit relies on up to date software, equipment, and partnerships with other agencies. In 2011 the Coeur d'Alene PD partnered with the Idaho Bureau of Homeland Security and the Idaho Criminal Intelligence Center to further expand their information sharing networks. The Idaho Bureau of Homeland Security has allocated \$65,000 to enhance infrastructure, providing training and equipment and of that \$65,000, they allocated \$51,300.00 of federal grant funds for the City of Coeur d'Alene PD to receive CrimeView, which is a crime analytical software program offered by The Omega Group. The new software will improve the efficient and effective access to the PD databases and populate that information on a map for analysis. The Coeur d'Alene PD will also partner with the Kootenai County Sheriff's Department, who will also receive access to the software.

Captain Clark said that the \$51,300 is for the software and for yearly maintenance fees for two years, and also for three desktops. Kootenai County will also be able to extract information without having to use the city's personnel and equipment.

Councilman Gookin asked about what happens after two years. Captain Clark explained that after two years, the city will still have the software, so it would just be a matter of paying for the maintenance agreements in the amount of \$2,000.00. They are looking at sharing the cost of the maintenance agreements with Kootenai County. For the first two years, it will give the PD an opportunity to evaluate and use the software. Captain Clark said that it is his understanding that the software is used all over the country.

MOTION: Motion by Gookin, seconded by McEvers , to recommend Council approval of Resolution No. 12-036 authorizing a Professional Services Contract with The Omega Group, in the amount of \$51,300.00 from federal grant funds, to provide software to enable the Coeur d'Alene Police Department to enhance its crime analysis unit. Motion carried.

**Item 4 Change Order #11 for Contractors Northwest for WWTP Phase 5B
Consent Calendar**

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #11, for an increased cost of \$88,549 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,456,755.

Mr. Shults stated in his staff report that construction of the 2-year Phase 5B project is complete. The Phase 5B facilities are now fully operational and include a new administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-

grade utilidor, improvements to the operator control building, and improvements to the solids control building. Final Change Order #11 contains five elements of additional work completed by the construction contractor to allow the project to be complete and operating as intended. All five elements add process components that are necessary for reliable operations of the systems. Because some rework was necessary due to omitted portions of design, HDR will provide credits for ongoing engineering services that will offset the mistakes. In addition, HDR provided personnel free of charge to the City to assist the contractor and to monitor the change order work which was done on a time and material basis.

Mr. Shults further noted in his staff report that the final cost of construction is approximately \$900,000 less than the engineer's original cost estimate for the project, and approximately \$1M less than the average bid from all of the prequalified contractors who submitted bids.

Mr. Shults explained that although the final change order percentage of 7.8% sounds high, when they first approved the project, the bid was way under the engineer's estimate. As it turns out, even though the change order is high, the project is still under the engineer's estimate and Mr. Shults believes that the city got a very good value for its money. There were some hiccups in the design that extended the project for a longer period of time, but the engineering company stepped up to the plate and hired people to assist the contractor and help with some of the construction work. They also gave the city credits for some of the rework items that were caused by some omissions.

Councilman Gookin asked about the time extension of 146 days and asked it that was for the glass pipe installation. Mr. Shults confirmation that it included the installation and the order time.

Councilman McEvers thanked HDR Engineering for the credits and commented that the facility looks nice. He asked Mr. Shults what was next. Mr. Shults said that Phase 5C.1 is 60% designed now. Phase 5B dealt with solids, and Phase 5c will deal with liquids. The plant is now ready to handle phosphorous and ammonia control at a much lower level, with higher standards than could ever have been imagined five years ago. They have utilized a multi-phased approach to try to keep costs to a minimum over the next five years and believe that the approach will minimize the cost to the existing rate payers and the new customers. They will be meeting with a citizen advisory committee, including Councilman Goodlander, this week to lay out their approach and determine from the committee if their approach seems to be reasonable for the community. The rate study initial implications are much better than they could have imagined and they think they have the technology that will most likely help with their ammonia and phosphorous control. Phase 5C.1, will be started this coming spring.

MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of Resolution No. 12-036, authorizing Change Order #11, for an increased cost of \$88, 549 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,456,755. Motion carried.

The meeting adjourned at 4:48 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 13, 2012
FROM: Ed Wagner, Building Services Director
SUBJECT: Residential Flag Pole building permit and fees

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DECISION POINT:

Council is requested to discuss the current building permits and fees requirements for residential flag poles to determine if these requirements can be waived.

HISTORY:

Residential flag poles for zoning purposes are structures that are allowed to be placed anywhere on residential lots. The allowed height for a flag pole is limited by the maximum height allowed for a building in the particular zone. In a typical residential district, that height would be 32 feet. The Building Code does not exempt a permit and/or fees for the installation of residential flag poles. Upon review of our adopted fee schedule the minimum fee for this permit would be \$72.00 (\$47 permit + \$25 plan review). This fee offsets the permit processing and inspection incurred costs. We have located standard footing design drawings that can be approved in lieu of engineering for the footing if this information is not provided by the flag pole manufacturer. Otherwise, the flag poles will be verified they are installed per the manufacturers' installation instructions.

FINANCIAL ANALYSIS:

If the fee for the required building permit was waived, it would not be a substantial financial burden since we do not issue that many permits for these flag poles. It would however, establish a precedent to waive fees for special interest groups and/or non-profit organizations. We have not waived fees in the past, including our own City projects.

PERFORMANCE ANALYSIS:

The potential to amend the building code to exempt permits for residential flag poles will need to be reviewed to determine it provides "at least an equivalent level of protection". This amendment could be presented to the State Building Code Board for consideration which would ensure uniform requirements throughout the State. This process may take about a year. The potential to waive fees may be doable but there are some risks there as well because fee exemptions can be viewed as undermining the integrity of a fee structure and can lead to a finding that the fee is in fact a disguised tax.

DECISION POINT/RECOMMENDATION:

Council may consider:

- Maintain the current building permit and fee requirements
- Amend the building code to exempt the building permit requirement for residential flag poles
- Waive the building permit fees
- Establish a reduced building permit fee

PUBLIC HEARINGS



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814
208/769-2225 – FAX 208/769-2284

STAFF REPORT

Date: August 21, 2012

From: Troy Tymesen, Finance Director

Subject: Amending the 2011-2012 Fiscal Year Appropriations (Budget)

Decision Point:

To approve the financial amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2011-2012.

History:

The City Council annually amends the original appropriations ordinance.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts amendments to the appropriations ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, energy improvements, a property purchase, transfers, separation retirement incentives and grant expenditures.

Decision Point:

To approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2011-2012.

CITY OF COEUR D'ALENE
FISCAL YEAR 2011-12 BUDGET AMENDMENT

	FY 11-12 BUDGETED	FY 11-12 PROJECTED	Projected Increase
<u>TAXES</u>			
CURRENT YEAR	15,555,673	15,555,673	0
<u>FEES & LICENSES</u>			
CABLE TV	338,000	338,000	0
NATURAL GAS	711,000	792,000	81,000
ELECTRICITY	1,900,000	2,005,073	105,073
BUSINESS LICENSES	75,000	79,130	4,130
BLDG/INSPECTN	550,000	650,000	100,000
BLDG/INSPECTN MECHANICAL	60,000	65,000	5,000
STORMWATER REVIEW	1,500	12,000	10,500
PLUMBING INSPECTION	85,000	95,000	10,000
ENCROACHMENT PERMITS	20,000	20,000	0
ELECTRICAL PERMITS	8,000	8,000	0
BUSINESS PERMITS	15,000	22,000	7,000
BURN PERMITS	500	500	0
SIGN PERMITS	18,000	18,000	0
BID SPECS	2,800	2,800	0
TOTAL FEES AND LICENSES	3,784,800	4,107,503	322,703
<u>INTERGOVERNMENTAL</u>			
LIQUOR	748,000	778,000	30,000
HIGHWAY USER	1,450,260	1,477,000	26,740
REVENUE SHARE	1,725,943	1,750,000	24,057
SALES TAX	580,916	602,000	21,084
HIGHWAY DIST	670,000	680,000	10,000
KOOTENAI CNTY EMSS	1,449,730	1,449,730	0
FEDERAL GRANT	416,132	644,989	228,857
STATE GRANT		27,400	27,400
SCHOOL RESOURCE OFFICER	180,000	180,000	0
CONTRIBUTIONS FROM LCDC			0
OTHER INCOME (THRU CNTY)	100,500	158,000	57,500
TOTAL INTERGOVERNMENTAL	7,321,481	7,747,119	425,638
<u>SERVICES</u>			
ANNEX/ZONING FEES	12,000	25,000	13,000
FEES FOR DOCUMENT PREP	300	300	0
POLICE	51,450	51,450	0
FIRE	52,000	52,000	0
STREET	20,060	20,060	0
STREET WEAR	279,000	279,000	0
PARKING PERMITS	1,500	1,500	0
RECREATION	220,000	220,000	0
PRINTING AND PHOTOCOPYING	600	600	0
MAP/CODE BOOKS	350	350	0
RENTS & LEASES	44,000	44,000	0
TOTAL SERVICES	681,260	694,260	13,000
<u>FINES/FORFEITS</u>			
DISTRICT COURT	315,000	315,000	0
RESTITUTIONS	2,500	2,500	0
PARKING	51,000	51,000	0
DRUG TASK FORCE	20,000	20,000	0
LATE FEE ON UTILITY BILLS	45,000	56,000	11,000
ANIMAL CITATION FINES	12,000	12,000	0
ORDINANCE VIOLATIONS	1,500	1,500	0
NSF CHECK FEES	2,300	2,300	0
TOTAL FINES AND FORFEITS	449,300	460,300	11,000

CITY OF COEUR D'ALENE
FISCAL YEAR 2011-12 BUDGET AMENDMENT

	FY 10-11 BUDGETED	FY 10-11 PROJECTED	Projected Increase
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	40,000	40,000	0
<u>MISCELLANEOUS</u>			
SURPLUS SALE	6,000	6,000	0
CABLE TV CAPITAL FUNDS		5,200	5,200
OTHER	20,000	110,303	90,303
TOTAL MISCELLANEOUS	26,000	121,503	95,503
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,569,860	1,569,860	0
TRANSFERS IN	133,000	133,000	0
TOTAL TRANSFERS	1,702,860	1,702,860	0
DESIGNATED FUND BALANCE	16,700	16,700	0
FUND BALANCE	3,537,850	3,797,969	260,119
TOTAL FUND BALANCE	3,554,550	3,814,669	260,119
TOTALS	33,115,924	34,243,887	1,127,963

CITY OF COEUR D'ALENE
FISCAL YEAR 2011-12 BUDGET AMENDMENT

SUMMARY	FY 11-12 BUDGETED	FY 11-12 PROJECTED	Projected Increase
Property Taxes	\$ 15,555,673	\$ 15,555,673	0
Fees and Licenses	3,784,800	4,107,503	322,703
Intergovernmental Services	7,321,481	7,747,119	425,638
Fines and Forfeits	681,260	694,260	13,000
Interest	449,300	460,300	11,000
Miscellaneous	40,000	40,000	0
Interfund Transfer	26,000	121,503	95,503
Beginning Balance	1,702,860	1,702,860	0
	3,554,550	3,814,669	260,119
TOTAL GENERAL FUND	\$ 33,115,924	\$ 34,243,887	\$ 1,127,963

General Fund - Added Expenses

	<u>Cost</u>
Finance Dept - Actuarial Study for Police Retirement and OPEB	9,705
Finance Dept - retirement payout of vacation and sick	18,000
Municipal Services - Copier repair	510
Municipal Services - Capital Funds from Cable TV	5,200
Municipal Services - Licensing Background Checks	1,000
Municipal Services - Idaho Code Books	650
Legal Dept - Legal Costs	5,000
Building Maint - LED Conversion on Lakeside	16,110
Building Maint - Misc Building Repairs	9,000
Bldg Maint - R/M Plumbing - water heater Street Dept & Storm Drain plugged Harrison bldg	2,400
Building Maint - Energy Conservation Improvements	85,000
Police Dept - Overtime for special events	48,000
Police Dept - Highway Safety Grant overtime Enforcing Underage Drinking	4,000
Police Dept - Highway Safety Grant overtime for DUI	10,200
Police Dept - Seat Belt Mobilization Overtime State Grant	6,200
Police Dept - Aggressive Driving Overtime State Grant	2,000
Police Dept - LEL Grant from the State for overtime	5,000
Police Dept - Bullet Proof Vest Reimbursement Grant	7,000
Police Dept - Minor Equipment - Unclaimed Property	5,024
Police Dept - Tuition Reimbursement Rollover per contract	9,756
Fire Dept - HRA VEBA due to pay out at retirement	51,000
Fire Dept - Fire Boat	10,000
General Government - Eagles property purchase 15th St	180,275
General Government - Transfer to Street Lighting Fund	100,000
2010 Byrne Grant - equipment - 2010-SS-TO-0088	65,000
2011 Byrne Grant - 2011-DJ-BX-2255	93,390
2009 COPS Grant - 2009-RK-WX-0312 for personnel	63,467
Engineering - Bus Shelter Repair - insurance paid FY 2010-11 work was done in Oct 2012	1,100
Engineering Professional Services - plat checking, annexations etc	3,500
Engineering - Overlay carryover from previous year	268,451
Engineering - Overlay - 15th Street overage	20,000
Parks - Misc Repairs and Maintenance to Parks Buildings	5,000
Parks - Repairs to Toro 580	7,025
Drug Task Force - ventilation / exhaust system improvements to Police Property room	10,000
	\$ 1,127,963

CITY OF COEUR D'ALENE
FISCAL YEAR 2011-12 BUDGET AMENDMENT

<u>Other Funds - Added Expenses</u>	<u>Cost</u>
15th - Harrison to Best	75,000
Government Way - Dalton to Hanley	(75,000)
Water Fund - Generator for Prairie Well	97,000
Water Fund - 2012 Tandem Axle Dump Truck	26,500
Water Fund - New / Replace Mains	165,000
Water Fund - Govt Way Project	155,000
Wastewater Fund - HRA VEBA due to payout at retirement	21,000
Wastewater Fund - Sewer Backup claims	10,300
Wastewater Fund - Operating supplies Plant	77,300
Wastewater Fund - R/M Other Plant	29,000
Wastewater Fund - Phase 5B Construction Carryover	260,000
Sanitation Fund - Garbage Collection	125,000
Jewett House - carpet and boiler repair	4,300
Reforestation - Landscaping	3,500
Reforestation - ARRA Street Tree Maintenance Grant	26,000
Insurance Fund - Insurance Premiums	13,000
Insurance Fund - Legal Costs	120,000
Parking Fund - Traffic Study	22,000
Parking Fund - Transfer to Parks Capital Improvements	31,300
Parking Fund - Parking Structure Plans	700,000
Parks Capital Improvements - Phippeny Park - Walden Trust Funds	60,000
Parks Capital Improvements - Cherry Hill	(30,000)
Parks Capital Improvements - Consultant Designer	30,000
Public Art Fund - LCDDC - Signal Box Beautification	13,000
Public Art Maintenance Fund - Repair Helmet Slide at Cherry Hill and misc other repairs	13,842
	<u>\$ 1,973,042</u>

ORDINANCE NO. _____
CONCIL BILL NO. 12-1022

AN ORDINANCE AMENDING ORDINANCE 3421, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 APPROPRIATING THE SUM OF ~~\$77,972,509~~ \$79,100,472, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$1,127,963; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINACE AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

Section 1

That Section 1 of Ordinance 3421, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$77,972,509~~ \$79,100,472, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2011.

Section 2

That Section 2 of Ordinance 3421; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	209,912	
Administration-----		514,369	
Finance Department-----		698,735	726,440
Municipal Services-----		1,405,776	1,413,136
Human Resources-----		240,757	
Legal Department-----		1,471,145	1,476,145
Planning Department-----		458,244	
Building Maintenance-----		408,265	520,775
Police Department-----		9,587,462	9,684,642
K.C.J.A. Task Force-----		36,700	46,700
C.O.P.S. Grant-----		170,843	234,310
Byrne Grant-----		243,818	402,208
Fire Department-----		7,553,083	7,614,083

General Government-----	131,750	412,025
Engineering Services-----	929,243	1,222,294
Streets/Garage-----	2,170,770	
ADA Sidewalks-----	219,904	
Parks Department-----	1,694,573	1,706,598
Recreation Department-----	763,342	
Building Inspection-----	707,233	
TOTAL GENERAL FUND EXPENDITURES:		<u>\$29,615,924 \$30,743,887</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$ 1,284,625	
Community Development Block Grant-----	297,600	
Impact Fee Fund-----	925,000	
Parks Capital Improvements-----	676,600	736,600
Annexation Fees-----	133,000	
Insurance / Risk Management-----	234,000	367,000
Cemetery Fund-----	249,464	
Cemetery Perpetual Care Fund-----	98,000	
Jewett House-----	17,790	22,090
Reforestation/Street Trees/Community Canopy	79,200	108,700
Arts Commission-----	6,650	
Public Art Funds-----	189,600	216,442
Kootenai Metropolitan Planning Org-----	350,000	
TOTAL SPECIAL FUNDS:	<u>\$ 4,541,529</u>	<u>\$4,795,171</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 575,021	
Water Fund-----	7,394,451	7,837,951
Wastewater Fund-----	17,759,498	18,157,098
Water Cap Fee Fund-----	850,000	
WWTP Cap Fees Fund-----	802,750	
Sanitation Fund-----	3,229,772	3,354,772
City Parking Fund-----	177,957	931,257
Stormwater Management-----	1,417,627	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$32,207,076</u>	<u>\$33,926,476</u>

TRUST AND AGENCY FUNDS:----- 537,300

CAPITAL PROJECTS FUND:----- 7,570,000

DEBT SERVICE FUNDS:----- 1,500,680

GRAND TOTAL OF ALL EXPENDITURES: ~~\$77,972,509~~ \$81,073,514

Section 3

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 21st day of August, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. 3448

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2011 - 2012

AN ORDINANCE AMENDING ORDINANCE 3421, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 APPROPRIATING THE SUM OF ~~\$77,972,509~~ \$79,100,472, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D' ALENE IN THE SUM OF \$1,127,963; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3448 IS AVAILABLE AT COEUR D' ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D' ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3448, Annual Appropriation Amendment for Fiscal Year 2011 - 2012, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21st day of August, 2012.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND	BALANCE 6/30/2012	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2012
<u>General-Designated</u>	\$546,509	\$1,663	\$16,378	\$531,794
<u>General-Undesignated</u>	3,757,396	16,862,592	11,157,446	9,462,542
<u>Special Revenue:</u>				
Library	(15,406)	459,815	103,602	340,807
CDBG	(2,047)	11,216	11,518	(2,349)
Cemetery	46,473	19,162	19,512	46,123
Parks Capital Improvements	332,923	10,420	23,692	319,651
Impact Fees	2,311,507	50,869	228	2,362,148
Annexation Fees	70,481	11		70,492
Insurance	1,338,199	266	2,004	1,336,461
Cemetery P/C	1,843,088	4,005	10,473	1,836,620
Jewett House	11,824	2	4,049	7,777
Reforestation	7,279	4,447	1,554	10,172
Street Trees	167,700	9,956	14,623	163,033
Community Canopy	1,407	20		1,427
CdA Arts Commission	5,564	1,330	5,847	1,047
Public Art Fund	103,167	16	1,600	101,583
Public Art Fund - LCDC	475,219	74	39,257	436,036
Public Art Fund - Maintenance	135,828	21	14,101	121,748
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	931,065	437,703		1,368,768
LID Guarantee	74,249	376		74,625
LID 124 Northshire/Queen Anne/Indian Meadows	334			334
LID 127 Fairway / Howard Francis	4,928	164		5,092
LID 129 Septic Tank Abatement	9,632			9,632
LID 130 Lakeside / Ramsey / Industrial Park	634			634
LID 146 Northwest Boulevard	(2,318)		500	(2,818)
LID 149 4th Street	8,118	10,020		18,138
<u>Capital Projects:</u>				
Street Projects	38,693	441	12,809	26,325
<u>Enterprise:</u>				
Street Lights	(52,331)	43,416	49,358	(58,273)
Water	44,007	401,080	311,281	133,806
Water Capitalization Fees	1,788,334	65,096	2,038	1,851,392
Wastewater	6,843,216	520,517	451,452	6,912,281
Wastewater-Reserved	1,405,291	27,500		1,432,791
WWTP Capitalization Fees	882,734	102,067		984,801
WW Property Mgmt	60,668			60,668
Sanitation	(173,249)	289,375	270,264	(154,138)
Public Parking	657,872	10,519	150,986	517,405
Stormwater Mgmt	(150,624)	74	53,167	(203,717)
Wastewater Debt Service	-			-
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	185,764	189,367	186,110	189,021
LID Advance Payments	232	145	163	214
Police Retirement	1,401,691	161,607	129,808	1,433,490
Sales Tax	1,312	1,160	1,312	1,160
BID	192,905	17,395		210,300
Homeless Trust Fund	435	442	435	442
GRAND TOTAL	\$25,290,703	\$19,714,349	\$13,045,567	\$31,959,485

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2012	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$199,267	\$168,514	85%
	Services/Supplies	10,645	8,474	80%
Administration	Personnel Services	509,809	421,112	83%
	Services/Supplies	4,560	4,002	88%
Finance	Personnel Services	612,255	500,024	82%
	Services/Supplies	86,480	83,165	96%
Municipal Services	Personnel Services	908,242	742,489	82%
	Services/Supplies	483,894	396,273	82%
	Capital Outlay	13,640	15,575	114%
Human Resources	Personnel Services	214,257	177,096	83%
	Services/Supplies	26,500	12,968	49%
Legal	Personnel Services	1,319,612	1,093,129	83%
	Services/Supplies	91,533	71,467	78%
	Capital Outlay	60,000		
Planning	Personnel Services	434,394	361,450	83%
	Services/Supplies	23,850	9,274	39%
Building Maintenance	Personnel Services	277,058	215,876	78%
	Services/Supplies	131,207	119,340	91%
	Capital Outlay		84,658	
Police	Personnel Services	8,682,213	7,009,422	81%
	Services/Supplies	804,799	493,132	61%
	Capital Outlay	100,450	96,167	96%
Fire	Personnel Services	7,177,070	5,899,121	82%
	Services/Supplies	376,013	242,752	65%
	Capital Outlay			
General Government	Services/Supplies	131,750	131,000	99%
	Capital Outlay		180,275	
Byrne Grant (Federal)	Personnel Services	152,311	123,208	81%
	Services/Supplies	91,507	45,810	50%
	Capital Outlay		34,722	
COPS Grant	Personnel Services	170,843	190,106	111%
CdA Drug Task Force	Services/Supplies	36,700	7,872	21%
	Capital Outlay			
Streets	Personnel Services	1,678,695	1,382,601	82%
	Services/Supplies	442,075	278,272	63%
	Capital Outlay	50,000	9,723	19%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
31-Jul-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2012	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	179,604	115,340	64%
	Services/Supplies	40,300	15,487	38%
Engineering Services	Personnel Services	453,118	375,060	83%
	Services/Supplies	476,125	441,651	93%
	Capital Outlay			
Parks	Personnel Services	1,267,823	992,656	78%
	Services/Supplies	417,750	302,337	72%
	Capital Outlay	9,000	9,000	100%
Recreation	Personnel Services	628,342	480,603	76%
	Services/Supplies	135,000	111,559	83%
Building Inspection	Personnel Services	685,687	563,224	82%
	Services/Supplies	21,545	14,050	65%
Total General Fund		<u>29,615,923</u>	<u>24,030,036</u>	<u>81%</u>
Library	Personnel Services	1,020,775	811,259	79%
	Services/Supplies	173,850	144,949	83%
	Capital Outlay	90,000	60,813	68%
CDBG	Services/Supplies	297,600	189,827	64%
Cemetery	Personnel Services	164,489	105,627	64%
	Services/Supplies	84,975	57,396	68%
	Capital Outlay			
Impact Fees	Services/Supplies	925,000	338,560	37%
Annexation Fees	Services/Supplies	133,000	133,000	100%
Parks Capital Improvements	Capital Outlay	676,600	252,121	37%
Insurance	Services/Supplies	234,000	285,633	122%
Cemetery Perpetual Care	Services/Supplies	98,000	81,149	83%
Jewett House	Services/Supplies	17,790	16,508	93%
Reforestation	Services/Supplies	3,000	32,424	1081%
Street Trees	Services/Supplies	75,000	41,447	55%
Community Canopy	Services/Supplies	1,200	829	69%
CdA Arts Commission	Services/Supplies	6,650	5,974	90%
Public Art Fund	Services/Supplies	189,600	123,780	65%
KMPO	Services/Supplies	350,000		
Total Special Revenue		<u>4,541,529</u>	<u>2,681,296</u>	<u>59%</u>
Debt Service Fund		<u>1,500,680</u>	<u>478,464</u>	<u>32%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2012	PERCENT EXPENDED
River / NW Blvd Intersection	Capital Outlay	1,750,000	250,000	14%
Govt Way - Dalton to Hanley	Capital Outlay	2,700,000	20,423	1%
Govt Way - Hanley to Prairie	Capital Outlay	418,000	4,379	1%
Govt Way - sewer & water LID	Capital Outlay			
Howard Street - North	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay		1,095	
15th Street - Harrison to Best	Capital Outlay		46,295	
McEuen Field Project	Capital Outlay	2,677,000		
Kathleen Avenue Widening	Capital Outlay	25,000		
Total Capital Projects Funds		7,570,000	322,192	4%
Street Lights	Services/Supplies	575,021	487,962	85%
Water	Personnel Services	1,589,394	1,253,393	79%
	Services/Supplies	3,987,557	1,089,987	27%
	Capital Outlay	1,817,500	1,113,675	61%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,271,589	1,816,227	80%
	Services/Supplies	6,875,920	1,623,912	24%
	Capital Outlay	7,538,880	2,914,101	39%
	Debt Service	1,073,110	1,073,066	100%
WW Capitalization	Services/Supplies	802,750		
Sanitation	Services/Supplies	3,229,772	2,697,232	84%
Public Parking	Services/Supplies	177,957	177,609	100%
	Capital Outlay		253,709	
Stormwater Mgmt	Personnel Services	435,690	358,354	82%
	Services/Supplies	681,938	345,897	51%
	Capital Outlay	300,000	64,302	21%
Total Enterprise Funds		32,207,078	15,269,426	47%
Kootenai County Solid Waste		2,200,000	1,627,409	74%
Police Retirement		194,000	153,825	79%
Business Improvement District		137,200	60,000	44%
Homeless Trust Fund		6,100	4,440	73%
Total Fiduciary Funds		2,537,300	1,845,674	73%
TOTALS:		\$77,972,510	\$44,627,088	57%